NORTH CENTRAL REGIONAL TRANSIT DISTRICT
BOARD MEETING AGENDA

July 8, 2016
9:00 AM - 1:00 PM
Jim West Regional Transit
Board Room

CALL TO ORDER:

1. PLEDGE OF ALLEGIANCE
2. MOMENT OF SILENCE
3. ROLL CALL
4. INTRODUCTIONS
5. APPROVAL OF AGENDA
6. APPROVAL OF MINUTES – June 10, 2016
   Special Board Meeting - June 24, 2016
7. PUBLIC COMMENTS

PRESENTATION ITEMS:

A. Recognition of Government Finance Officers Association – Certificate of Achievement for Excellence in Financial Reporting – Comprehensive Annual Financial Report
Sponsor: Daniel Barrone, Chairman and Anthony J. Mortillaro, Executive Director

B. Above and Beyond Quarterly Award
Sponsor: Daniel Barrone, Chairman and Anthony J. Mortillaro, Executive Director

ACTION ITEMS:

C. Discussion and Consideration of Resolution No. 2016-31 Authorizing a Budget Amendment to Increase the FY2017 Budget for Section 5304 Federal Funding for the Consolidation Study, Cash Reserves and Transportation Alternative Funds for the ADA Bus Shelter Project in Española and Resolution No. 2016–32 Authorizing the Use of Fund Balance for Capital Outlay
Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director
Attachment

D. Discussion and Consideration of Award of Transit System Merger/Consolidation Analysis
Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director
Attachment

E. Discussion and Consideration of Adoption of Resolution No. 2016-33 Adopting the FY 17 Service Plans from the City of Santa Fe and Los Alamos County and Acknowledging the Service Plan from the County of Santa Fe
Sponsor: Anthony J. Mortillaro, Executive Director
Attachment

F. Discussion and Consideration of Resolution No. 2016-19 Charter Policy Amendments
Sponsor: Anthony J. Mortillaro, Executive Director and Annette Granillo, Operations Manager
Attachment

G. Discussion and Consideration of Operational Assessment of Town of Taos Routes Post-Consolidation
Sponsor: Anthony J. Mortillaro, Executive Director and Stacey McGuire, Planning, Projects and Grants Manager, Annette Granillo, Operations Manager, Holly Winscott, Regional Transit Planner
Attachment

H. Discussion and Consideration of a Contingent Ratification of the Labor Agreement between Chauffer's, Teamsters and Helpers Local No. 492 and North Central Regional Transit District Effective July 1, 2016 through June 30, 2019
Sponsor: Anthony J. Mortillaro, Executive Director
Attachment to be passed out at Board meeting.

DISCUSSION ITEMS:

I. Financial Report May for 2016:
Sponsor: Anthony J. Mortillaro, Executive Director and Troy Bingham, Finance Director
Attachment.

J. Finance Subcommittee Report:
Sponsor: Chair Pete Sheehey and Anthony J. Mortillaro, Executive Director
Minutes from May 27, 2016

K. Tribal Subcommittee Report:
Sponsor: Chair Charles Dorame and Anthony J. Mortillaro, Executive Director
Meeting June 29, 2016

L. Executive Report and Comments from the Executive Director:

1. **Executive Report for June 2016**
2. **Performance Measures for May 2016**
3. **Ridership Report for May 2016**

MATTERS FROM THE BOARD

MISCELLANEOUS

ADJOURN

NEXT BOARD MEETING: August 5, 2016 at 9:00 a.m.
Hosted by Pueblo of Santa Clara at the Santa Clarian Hotel Casino

If you are an individual with a disability who is in need of a reader, amplifier, qualified Sign Language interpreter or any other form of auxiliary aid or service to attend or participate in the hearing of the meeting, please contact the NCRTD Executive Assistant at 505-629-4702 at least one week prior to the meeting, or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats.

North Central Regional Transit District
Board Meeting
Friday, June 10, 2016
Jim West Regional Transit Board Room
Española, New Mexico
9:00 a.m. - 1:00 p.m.

CALL TO ORDER:

A regular meeting of the North Central Regional Transit District Board was called to order on the above date by Councilor Tim Salazar, Vice-Chair, at 9:27 a.m. at the Jim West Regional Transit Center, Española, New Mexico.

1. **Pledge of Allegiance**

2. **Moment of Silence**

3. **Roll Call**

Ms. Trujillo called the roll and it indicated the presence of a quorum as follows:

Members Present:	**Elected Members**	**Alternate Designees**
Los Alamos County	*Councilor Pete Sheehey*	
Rio Arriba County		Absent
Taos County	*Commissioner Jim Fambro [T]*	
Town of Taos	*Mayor Daniel Barrone, Chair [T]*	
Santa Fe County	*Commissioner Miguel Chávez [T]*	
Nambé Pueblo	*Lt Gov Arnold Garcia*	
Ohkay Owingeh	Absent	
Pojoaque Pueblo	*Councilman James Rivera*	*Ms. Anna Sanchez*

Santa Clara Pueblo	Absent	
City of Santa Fe		*Mr. Isaac Pino*
San Ildefonso Pueblo	Absent	
Tesuque Pueblo	Absent	
City of Española	*Councilor Tim Salazar*	
Town of Edgewood	Absent	
Rio Metro (ex officio)	Absent	

Staff Members Present
Mr. Anthony J. Mortillaro, Executive Director
Ms. Stacey McGuire, Transit Planning and Grants Manager
Mr. Troy Bingham, Finance Director
Ms. Jackie Trujillo, Executive Assistant
Ms. Annette Granillo, Transit Operations and Maintenance Director
Ms. Daria Veprek, Human Resources Director
Mr. Jim Nagle, Public Information Officer

Others Present
Mr. Peter Dwyer, Legal Counsel
Mr. Carl Boaz, Stenographer
Mr. Keith Wilson, Santa Fe Trails
Mr. Tomás Martínez, Santa Fé Trails
Mr. Ray Matthews, Santa Fe County
Mr. Austin Fisher, Rio Grande Sun
Ms. Irene Norris, Dream Tree Project

4. INTRODUCTIONS

Those present introduced themselves to the group after the agenda and minutes and awards were considered.

5. APPROVAL OF AGENDA

Commissioner Chávez moved to approve the Agenda as presented and to remove item M, Los Alamos Contribution Resolution. Mr. Pino seconded the motion and it passed by unanimous (8-0) roll call vote with Los Alamos County, Nambé Pueblo, Pojoaque Pueblo, City of Española, City of Santa Fe, Santa Fe County, Taos County, and Town of Taos voting in favor and none voting against.

6. APPROVAL OF MINUTES – May 6, 2016

Councilman Rivera moved to approve the minutes of May 6, 2016 as amended. Councilor Sheehey seconded the motion and it passed by unanimous (8-0) roll call vote with Los Alamos County, Nambé Pueblo, Pojoaque Pueblo, City of Española, City of Santa Fe, Santa Fe County, Town of Taos and Taos County voting in favor and none voting against.

7. PUBLIC COMMENTS

There were no public comments.

PRESENTATION ITEMS:

A. Recognition of Ms. Patti Bushee for Service to the North Central Regional Transit District

Ms. Bushee was not yet present.

ACTION ITEMS:

CLOSED SESSION

The Closed Session pursuant to NMSA 1978, Section 1-15-1 (H) (5) regarding "collective bargaining" for the discussion of bargaining strategy preliminary to collective bargaining negotiations. And Closed session of the meeting pursuant to NMSA 1978, Section 10-15-1 (H) (2) regarding limited personnel for the purpose of the annual performance evaluation of the Executive Director.

Commissioner Chávez moved to go to closed executive session pursuant to NMSA 1978, Section 10-15-1 (H) (5) regarding "collective bargaining" for the discussion of bargaining strategy preliminary to collective bargaining negotiations and pursuant to NMSA 1978, Section 10-15-1 (H) (2) regarding limited personnel for the purpose of the annual performance evaluation of the Executive Director. Mayor Barrone seconded the motion and it passed by unanimous (8-0) roll call vote with Los Alamos County, Nambé Pueblo, Pojoaque Pueblo, City of Española, City of Santa Fe, Santa Fe County, Town of Taos and Taos County voting in favor and none voting against.

The Board went into closed executive session at 9:34 a.m. The executive session ended at 10:28 a.m.

Councilman Rivera moved to return to open session. Mr. Pino to return to open session seconded the motion and it passed by unanimous (8-0) roll call vote with Los Alamos County, Nambé Pueblo, Pojoaque Pueblo, City of Española, City of Santa Fe, Santa Fe County, Town of

Taos and Taos County voting in favor and none voting against.

Councilor Salazar announced to the public that during the executive session, no actions were taken and the only matters discussed were those allowed under NMSA 1978, Section 10-15-1 (H) (2) and (5).

B. Reconvene in Open Session: Possible action item(s) from the closed session.

Commissioner Chávez moved to direct staff to implement the Executive Director's annual salary as discussed by the Board. Mayor Barrone seconded the motion and it passed by unanimous (8-0) roll call vote with Los Alamos County, Nambé Pueblo, Pojoaque Pueblo, City of Española, City of Santa Fe, Santa Fe County, Town of Taos and Taos County voting in favor and none voting against.

Councilor Sheehey moved to instruct the staff to proceed with collective bargaining negotiations. Commissioner Chávez seconded the motion and it passed by unanimous (8-0) roll call vote with Los Alamos County, Nambé Pueblo, Pojoaque Pueblo, City of Española, City of Santa Fe, Santa Fe County, Town of Taos and Taos County voting in favor and none voting against.

PRESENTATION ITEMS:

A. Recognition of Ms. Patti Bushee for Service to the North Central Regional Transit District

Councilor Salazar presented a Nambé plaque to Ms. Bushee and Mr. Mortillaro expressed his gratitude for her commitment to NCRTD.

Ms. Bushee recalled how the District grew up and is now serving more and more population. She was glad to be a small part of it.

Mr. Pino said her public service has been almost as long as his. She started in 1994 on the City Council and has always a great example of what public service is supposed to be about.

Commissioner Chávez wished he could be there in person to congratulate her. He thanked her for her service. "We are grateful for what you have done. We got the Santa Fé Mountain Trail and he thanked her for her service in that regard.

C. Review and Acceptance of Goals and Objectives for Executive Director for the period of June 2016 to June 2017

Mr. Mortillaro said the proposed goals and objectives are in the packet as a red-line document for the upcoming year. This was also discussed in the Executive Committee and they recommend it.

Councilor Sheehey said that although some of the goals have evolved and changed, the table is still very full and hope Mr. Mortillaro can do as well with these as he did previously with the goals and

objectives.

Commissioner Chávez agreed with Councilor Sheehey that they are lofty goals and objectives. If we can use last year as an indicator, it will be successful this year.

Commissioner Chávez moved to approve the revised goals and objectives for the coming year. Councilor Sheehey seconded the motion.

Councilor Salazar said Mr. Mortillaro and staff have done a great job and congratulated them for the great job. They are steep goals but we are looking forward to that.

Mayor Barrone said Mr. Mortillaro has done an awesome job and without him and his staff, the District could not have accomplished these things. He hoped this will continue and also continue to get the support of communities and pueblos to bring the needed services to them.

The motion passed by unanimous (8-0) roll call vote with Los Alamos County, Nambé Pueblo, Pojoaque Pueblo, City of Española, City of Santa Fe, Santa Fe County, Town of Taos and Taos County voting in favor and none voting against.

Mr. Mortillaro asked for acclamation votes on each of the remaining resolutions and then go back to describe them, so the Board would have a quorum present for the voting.

Mr. Dwyer said we will go down each by general acclamation with the understanding that they could be discussed further afterward.

D. Discussion and consideration of FY 2017 Final Budget: Resolution No. 2016-20 adopting final 2017 Budget, Capital Investment Plan and Long Term Financial Plan

Commissioner Fambro moved to approve Resolution No. 2016-20 adopting the final 2017 Budget, Capital Investment Plan and Long Term Financial Plan. Councilor Sheehey seconded the motion and it passed by unanimous voice vote.

Councilor Sheehey said this is a major item. The Budget Subcommittee looked at it thoroughly and recommended approval.

E. Discussion and Consideration of Resolution No. 2016-21 Providing for the Adoption of the 2017 Compensation Plan, Adoption of the Employee Performance Increase Matrix and Distribution of Salary Increases for Fiscal Year 2017 for Non-Represented Positions

Commissioner Chávez moved to approve Resolution No. 2016-21 Providing for the Adoption of the 2017 Compensation Plan, Adoption of the Employee Performance Increase Matrix and Distribution of Salary Increases for Fiscal Year 2017 for Non-Represented Positions. Councilor Sheehey seconded the motion and it passed by unanimous voice vote.

Councilor Sheehey said this was also considered in detail by the Subcommittee and recommended.

F. Discussion and Possible Action and Direction to In-Source Legal Services and to Adopt Resolution No. 2016-22 Amending the FY 2017 Compensation Plan for Non-Represented Employees

Mr. Dwyer explained this makes his status from contracted to an internal position as a half-time employee.

Commissioner Chávez said it provides a potential cost savings to the district.

Mr. Bingham said it is mostly associated with the fact that we have seen increasing costs in legal services and this would set a cap that we cannot go over.

Mr. Mortillaro added that this is not a classified position and not required to be recruited for. We are not hiring a firm but creating a half-time professional position with Mr. Dwyer.

Commissioner Chávez moved to approve Resolution No. 2016-22 Amending the FY 2017 Compensation Plan for Non-Represented Employees. Councilor Sheehey seconded the motion and it passed by unanimous voice vote.

G. Discussion and Consideration of Resolution No. 2016-23 for Disposal of Assets

Mr. Bingham provided a hand out of vehicles to be disposed. This is a standard inventory reduction of the fleet. All of them are over the FTA requirements for life cycle. These are the nine most advantageous to get rid of. The District Disposal Committee reviewed the vehicles on the list.

Councilman Rivera moved to approve Resolution No. 2016-23 for Disposal of Assets. Commissioner Chávez seconded the motion and it passed by unanimous voice vote.

H. Discussion and consideration of Resolution No. 2016-24 Updates to the District's Travel Policy

Mr. Mortillaro explained the changes are just to clarify some issues and add parameters for what happens within or without the district.

Mr. Bingham said much of it is just clerical. The last update was in 2011. The biggest is to create an inside radius. Forms that have been updated but not included before are now included. Air fare is changed to the most advantageous choice. Per diem rates were updated also by $1.

Councilman Rivera moved to approve Resolution No. 2016-24 Updates to the District's Travel Policy. Commissioner Chávez seconded the motion and it passed by unanimous voice vote.

I. Discussion and Consideration of Resolution No. 2016-25 Update to the District's Investment Policy

Mr. Mortillaro said this policy was approved by the Subcommittee.

Mr. Bingham said it is due to a new change to the state investment policy and we are supporting it.

Councilor Sheehey moved to approve Resolution No. 2016-25 Update to the District's Investment Policy Mr. Pino seconded the motion and it passed by unanimous voice vote.

J. Discussion and Consideration of Resolution No. 2016-26 Authorizing NCRTD Staff to apply for Federal Funding through the Federal Fiscal Year (FFY) 2016 Rides to Wellness Demonstration and Innovative Coordinated Access and Mobility Grants Program to Provide Improved Access to Health and Human services by Offering Expanded Mobility Options within Taos County for Americans with Disabilities (ADA) and Non-ADA Riders, through ADA complementary Paratransit and Demand Response Service

Ms. McGuire said she has brought this back to the Board for the mobility plan. In discussing it with NMDOT, there is more focus on operational services in Taos. Of the $515,000 cost, the District pays $103,000.

Councilman Rivera moved to approve Resolution No. 2016-26 Authorizing NCRTD Staff to apply for Federal Funding through the Federal Fiscal Year (FFY) 2016 Rides to Wellness Demonstration and Innovative Coordinated Access and Mobility Grants Program to Provide Improved Access to Health and Human services by Offering Expanded Mobility Options within Taos County for Americans with Disabilities (ADA) and Non-ADA Riders, through ADA complementary Paratransit and Demand Response Service. Commissioner Chávez seconded the motion and it passed by unanimous voice vote.

K. Discussion and Consideration of Resolution No. 2016-27 Authorizing the submittal of Applications for Federal Funding for §5304, §5307, §5309, §5310 and §5311 in Federal Fiscal Year 2018

Ms. McGuire explained that this is the same resolution annually approved. DOT is asking what we want to submit for and this is resolution responds to that.

Mr. Pino moved to approve Resolution No. 2016-27 Authorizing the submittal of Applications for Federal Funding for §5304, §5307, §5309, §5310 and §5311 in Federal Fiscal Year 2018. Commissioner Fambro seconded the motion and it passed by unanimous voice vote.

L. Discussion and Direction Authorizing Staff to Coordinate with Dream Tree Project Inc. To

Implement a Safe Place Program and Possible Action Approving Resolution No. 2016-28 and Authorizing the Executive Director to Execute a Memorandum of Understanding

Ms. McGuire reported on this collaboration with the Dream Tree Project - Safe Place program in Taos which is where businesses can identify themselves as a safe place by allowing children in trouble to notify the driver and the driver will transport the child to their location from a bus stop in Taos. About $400 is the cost for materials and about $50 for shipping. This just formalizes the process of what drivers do already and just another avenue for folks in need. The materials include a diagonal "yield sign" sticker that says Safe Place and a big poster for the participating businesses. She clarified that the bus drivers would not alter their route and a volunteer driver from Dream Tree would meet the bus at the bus stop to complete the transportation of the youth to their shelter.

The Dream Tree Director described the services of this shelter and the National Safe Place Network of shelters of which Dream Tree is a member provider. Services include an emergency shelter for your, transitional living, case management and independent living skills. She said there are seven locations in the District region. They are also working with volunteer drivers in Rio Arriba County, Taos, Chama and Peñasco. She added that an article will come out soon in the Rio Grande Sun.

Councilor Sheehey - commented that this is a fine program and the District is proud to be a little part of it. There is a need in every county so he will bring this to the Los Alamos Council to see if they may be interested.

Councilman Rivera moved to approve Authorizing Staff to Coordinate with Dream Tree Project Inc. To Implement a Safe Place Program and Possible Action Approving Resolution No. 2016-28 and Authorizing the Executive Director to Execute a Memorandum of Understanding. Councilor Sheehey seconded the motion and it passed by unanimous voice vote.

M. Discussion and Consideration of Resolution 2016-19 Requesting the Los Alamos County Council to Consider a Long Term Commitment for an Annual Contribution to the NCRTD

This item was removed at the time that the agenda was amended and approved.

DISCUSSION ITEMS:

N. Financial Report for April 2016

Mr. Bingham gave the financial report and announced he just got a check from Los Alamos for end of year support. Most revenues met their expectations. They are a little behind on reimbursements.

Mr. Bingham went through the financial report in the packet, sharing the detail of each page in the report.

There were no questions from the Board about the report.

O. Finance Subcommittee Report

Councilor Sheehey said the Subcommittee considered draft budget, quarterly investment report and recommended travel policy adjustments and investment policy adjustments.

There were no questions.

P. Tribal Subcommittee Report

Governor Dorame was not present to give the report.

Q. Executive Report and Comments from the Executive Director

Mr. Mortillaro said his reports are in packet.

Ms. Granillo presented the reports on ridership and performance which were included in the packet. She commented that rural transit is a lot different than urban transit so it has been a learning curve. Ridership is lower but ridership is declining everywhere, perhaps because of summer or people walking more in the good weather.

She commented briefly on the performance measures which compare favorably with Region Six statistics. She mentioned that there are higher maintenance expenses with our older fleet. Hopefully with the new buses, that number will improve as will the spare ratio. She again reported no major accidents of the fleet vehicles. A few complaints have come in. Some of it is the result of shift changes that happen twice a year and new drivers have to learn their new routes.

Mr. Mortillaro said the Request for Proposal for the Santa Fe consolidation/merger study has now closed. They got three proposals and the committee is evaluating them on Monday to decide which will be presented to the committee and they will then make recommendations to the Board at the July 18 meeting.

With the fleet disposal, our members do make requests for the disposal fleet. Members who are interested will be put in the que – first come first in line. We will go through the process. It does require repainting of the vehicles since our blue is iconic.

MATTERS FROM THE BOARD

There were no matters from the Board.

MISCELLANEOUS

Ms. Daria Veprek and Mr. Jim Nagle addressed the Board. Ms. Veprek said the Staff is celebrating our Executive Director today for his last five years as leader of the District. She presented a gift to him on behalf of the management team.

Councilman Rivera said he has known Mr. Mortillaro for 13 years, before this became the NCRTD. The NCRTD became a certified board in 2004 so he has been around a long time and understands the District very well. He has done a great job and that is evidenced in the fleet of blue buses.

Mayor Barrone thanked Councilor Salazar for filling in for him. He said this organization under Mr. Mortillaro's leadership will continue to be great. He appreciated Mr. Mortillaro and all the Board.

Commissioner Fambro said Mr. Mortillaro came in at a time of tight management and he fulfilled that role for all of us.

Mr. Mortillaro said this is a nice surprise and thanked everyone. He added that our statistics reflect that we are doing a great job and our customers reflect that in the surveys. The Board has been crucial. We can't accomplish things without a supportive Board. And we could not do it without everyone working as a team. Thanks you so much.

ADJOURN

Councilman Rivera moved to adjourn the meeting. Mr. Pino seconded the motion and it passed by unanimous voice vote.

The meeting was adjourned at 11:36 a.m.

NEXT BOARD MEETING: July 8, 2016 at 9:00 a.m.

Approved by:

_____
Daniel R. Barrone, Chair

Attest:

_____
Dennis Tim Salazar, Secretary

Submitted by:

_____
Carl Boaz for Carl G. Boaz, Inc.

North Central Regional Transit District
Special Board Meeting
Friday, June 24, 2016
Jim West Regional Transit Board Room
Española, New Mexico
9:00 a.m.

CALL TO ORDER:

A special meeting of the North Central Regional Transit District Board was called to order on the above date by Mayor Daniel Barrone, Chair, at 9:05 a.m. at the Jim West Regional Transit Center, Española, New Mexico.

1. **Roll Call**

Ms. McGuire called the roll and it indicated the presence of a quorum as follows:

Members Present:	**Elected Members**	**Alternate Designees**
Los Alamos County	*Councilor Pete Sheehey*	
Rio Arriba County	*Absent*	
Taos County	*Absent*	
Town of Taos	*Mayor Daniel Barrone, Chair*	
Santa Fe County	*Commissioner Miguel Chávez*	
Nambé Pueblo	*Lt Gov. Arnold Garcia*	
Ohkay Owingeh	*Absent*	
Pojoaque Pueblo	*James Rivera*	
Santa Clara Pueblo		*Mary Lou Valério*
City of Santa Fe		*Mr. Isaac Pino*

San Ildefonso Pueblo	*Absent*	
Tesuque Pueblo	*Charles Dorame*	
City of Española	*Councilor Dennis Tim Salazar*	
Town of Edgewood	*Absent*	
Rio Metro (ex officio)	*Absent*	

Staff Members Present
Mr. Anthony J. Mortillaro, Executive Director
Ms. Stacey McGuire, Projects and Grants Specialist
Mr. Troy Bingham, Finance Director

2. APPROVAL OF AGENDA

Commissioner Chavez moved to approve the Agenda as presented. Mr. James Rivera seconded the motion and it passed by unanimous (8-0) roll call vote with Los Alamos County, Nambé Pueblo, Pojoaque Pueblo, City of Española, City of Santa Fe, Santa Fe County, Santa Clara Pueblo, and Town of Taos voting in favor and none voting against.

3. PUBLIC COMMENTS

There were no public comments.

PRESENTATION ITEMS:

There were no presentation items.

ACTION ITEMS:

A. Discussion and Consideration of Resolution No. 2016-29 Adopting an Infrastructure Capital Improvement Plan (ICIP)

Mr. James Rivera made a motion to support the Infrastructure Capital Improvement Plan, Resolution No. 2016-29. Councilor Dennis Tim Salazar seconded the motion and it passed by unanimous (9-0) roll call vote with Los Alamos County, Nambé Pueblo, Pojoaque Pueblo, City of Española, City of Santa Fe, Santa Fe County, Santa Clara Pueblo, Tesuque Pueblo and Town of Taos voting in favor and none voting against.

Mr. Dorame joined the meeting.

B. Discussion and Consideration of Resolution No. 2016-30 Regarding the Signature and Authority to Transact Business with Banks for and in behalf of NCRTD

Mr. Bingham proposed that the Board approve the addition of the Finance Director as an authorized signer of the District and for authority to transact business with banks for and in behalf of NCRTD. This resolutions crates modification to allow him to be a signer and to allow him to speak with the banks regarding transactions but administratively he will not be allowed to sign checks.

Mr. Isaac Pino moved to approve Resolution No. 2016-30. Commissioner Chavez seconded the motion and it passed by unanimous (9-0 roll call vote with Los Alamos County, Nambé Pueblo, Pojoaque Pueblo, City of Española, City of Santa Fe, Santa Fe County, Santa Clara Pueblo, Tesuque Pueblo and Town of Taos voting in favor and none voting against.

DISCUSSION ITEMS

MATTERS FROM THE BOARD

Mr. Dorame announced a Tribal Subcommittee meeting is scheduled for June 29 at 2:00 p.m. at the Jim West Building.

MISCELLANEOUS

ADJOURN

Mr. James River moved to adjourn the meeting. Commissioner Chavez seconded the motion and it passed by unanimous voice vote.

NEXT BOARD MEETING: July 8, 2016 at 9:00 a.m.

Approved by:

_____
Daniel R. Barrone, Chair

Attest:

_____
Dennis Tim Salazar, Secretary

Submitted by:

_____
Jackie Trujillo, Executive Assistant

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: July 8, 2016

Agenda Item - C

Title: Resolution No. 2016-31 authorizing a Budget Amendment to Increase the FY2017 Budget for Section 5304 Federal funding for the Consolidation Study, Cash Reserves and Transportation Alternative Funds for the ADA Bus Shelter Project in Española and Resolution No. 2016–32 Authorizing the Use of Fund Balance for Capital Outlay

Prepared By: Troy Bingham, Finance Director

Background: This budget amendment has been reviewed by the Finance Committee at their June 30, 2016 meeting and has been recommended for approval by the Board.

Summary: Transit System Merger/Consolidation Analysis Budget Request
A request to amend the FY2017 budget and incorporate additional revenues of $146,250 from the Section 5304 federal funding and City of Santa contributions related to the Transit System Merger/Consolidation Analysis. The original project budget in FY2016 was $150,000 in which $120,000 would be from 5304 federal planning funds, $15,000 from the City of Santa Fe and $15,000 from NCRTD as local match on the project. NCRTD typically establishes project budgets that have contingency funds to be flexible if the needs arise, so we are estimating a total project budget of $172,500. The tentative plan is share those excess projects cost across all of the partners, but nothing officially been defined.

The anticipated project budget is as follows:

INCREASE REVENUE	
Section 5304 Federal Transit Planning Funds	$ 120,000
City of Santa Fe Contribution	15,000
NCRTD Contribution (Use of Fund Balance)	15,000
Contingency Project Contributions (Use of Fund Balance)	22,500
	$ 172,500
INCREASE EXPENSE	
Capital	
Other Capital Expenses	$ 172,500

Due to the "Use of Fund Balance" a resolution confirming that the purpose is in accordance with the District's Financial Policies has been incorporated into the requested action in addition to the budget amendment.

Carryover of Transportation Alternative Project (TAP) Funds for Phase II

A request to amend the FY2017 capital budget to carryforward capital budget from FY2016 for the second phase of the ADA Bus Shelter Project. The Board approved and awarded the project twice in FY2016, but NMDOT did not concur with the award due to contractual language and documentation provided during the solicitation process. The District will conduct the third re-bid on this project in July 2016.

INCREASE REVENUE	
TAP Funding (FHWA)	$ 140,976
NCRTD Contribution (Use of Fund Balance)	24,024
	$ 165,000

INCREASE EXPENSE	
Construction and Project Management ADA Bus Shelter Project (Phase II)	$ 165,000

Due to the "Use of Fund Balance" a resolution confirming that the purpose is in accordance with the District's Financial Policies has been incorporated into the requested action in addition to the budget amendment.

Recommended Action: It is recommended that the Board approve Resolution No. 2016-31 authorizing a budget amendment to increase NCRTD's budget for both projects by $ 337,500 and approve Resolution No. 2016-32 approving the use of Fund Balance.

Options/Alternatives:

1. Take no action or partial action limiting operating abilities at this time; or
2. Adopt the resolution.

Fiscal Impact: There is sufficient funds for all the projects cited based on their anticipated revenue sources.

Attachment:

- Resolution No. 2016-31 Approving FY2017 Budget to be amended
- Resolution No. 2016-32 Approving the use of Fund Balance

North Central Regional Transit District (NCRTD)

Resolution No. 2016-31

ADOPTION OF A RESOLUTION AMENDING THE FISCAL YEAR 2017 BUDGETED REVENUES AND EXPENDITURES

WHEREAS, the Governing body in and for the NCRTD has developed a budget for Fiscal Year (FY) 2017; and

WHEREAS, the District budgeted for these projects in FY2016, but was not able to accomplish their completion by June 30, 2016; and

WHEREAS, the District was awarded a total of $120,000 in Federal Transit Planning Funds for the transit system merger/consolidation analysis from New Mexico Department of Transportation (NMDOT) in FY2016; and

WHEREAS, the District was awarded a total of $140,976 in Transportation Alternative Project Funds for Phase II of the ADA Bus Shelter Project from NMDOT in FY2015; and

WHEREAS, the District has unspent capital funds in fiscal year 2016 of $337,500 that can be utilized in fiscal year 2017; and

WHEREAS, the staff is requesting budget authority of $337,500 in FY2017 for these items, and anticipates revenues of $275,976 from outside sources and $61,524 from fund balance; and

WHEREAS, from the Fund Balance $892,457 was previously authorized in FY2017 as part of the budget; and

WHEREAS, the Board of Directors of the NCRTD, State of New Mexico, requires approval from the State of New Mexico's Local Government Division of the Department of Finance and Administration.

NOW, THEREFORE BE IT RESOLVED by the NCRTD Board of Directors that: The Board of Directors of the NCRTD hereby approves the following budget increase of $337,500 in revenue and expenditures, in compliance with the District's financial policies:

REVENUES

○ 5304 Federal Transit Planning Funds -	$ 120,000
○ City of Santa Fe Contributions -	$ 15,000
○ TAP Funding -	$ 140,976
○ Use of Fund Balance -	$ 61,524
Total Revenue Increase-	$ 337,500

EXPENDITURES

Expenditure Increases	-	$ 337,500

The Board of Directors further resolve that the request to increase funds within the expenditure budget line items and increase revenues in the amount of $337,500 shall be submitted for approval by the State of New Mexico's Local Government Division of the Department of Finance and Administration this 8th day of July, 2016.

_____
Daniel Barrone, Chairman

Approved as to form:

_____
Peter Dwyer, Counsel

North Central Regional Transit District (NCRTD)

Resolution No. 2016-32

A RESOLUTION APPROVING THE USE OF THE RESERVE FUND FOR GRANT MATCHING FUNDS CONSISTENT WITH THE OCTOBER 9, 2015 ADOPTED FINANCIAL POLICIES

WHEREAS, the Board of Directors adopted an amended District Reserve Policy on October 9, 2015; and

WHEREAS, the District's Reserve Policy authorizes the use of reserve funds in certain limited conditions; and

WHEREAS, Section 3-Reserve Policy, Paragraph 3E-Approval for the Use of Reserve Fund, authorizes the use of funds for budget stabilization, capital and capital replacement, service enhancements, and debt service; and

WHEREAS, the Board, after consideration of the applicable criteria, finds that it is prudent to authorize the use of reserve fund balances.

WHEREAS, the Board authorizes the use of $ 61,524 of NCRTD reserve fund balance in FY2017 for:

1.) The Santa Fe Trails Consolidation Study as a portion of the local match to NMDOT's 5304 Federal Funds for Planning; and
2.) the 14.56% local match for the 2015 Transportation Alternative Project for ADA Bus Shelters.

NOW THEREFORE BE IT RESOLVED BY THE NCRTD BOARD THE APPROVAL OF THIS RESOLUTION THIS 8TH DAY OF JULY, 2016.

_____
Daniel Barrone, Chair

Approved as to form:

_____
Peter Dwyer, Counsel

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: July 8, 2016

Agenda Item - D

Title: Award of Transit System Merger/Consolidation Analysis

Prepared By: Troy Bingham, Finance Director

Background: At the March 4, 2016 Board meeting the Board approved a Letter of Intent regarding the exploration (study) of the Santa Fe Trails Transit System (City) consolidation into the North Central Regional Transit District (District). The City of Santa Fe ratified that letter at their April 13, 2016 council meeting.

The NCRTD FY2016 Budget was amended for the estimated cost of the study at the May 6, 2016 Board Meeting and staff prepared a Request for Proposal (RFP) solicitation that posted May 9, 2016 and closed June 6, 2016. There were three offerors that submitted proposals, LSC Transportation Consultants, Nelson Nygaard, and Transportation Management & Design. The evaluation committee made up of City of Santa Fe representatives and NCRTD representatives evaluated all of the proposals at a June 13, 2016 meeting and narrowed the field to two firms whose proposals were most responsive in indicating their understanding of the study and previous experience related to mergers/consolidations. Those firms were then invited to provide oral presentations to the evaluation committee during the week of June 20th and a final unanimous decision was reached by the evaluation committee on Thursday, June 22, 2016 to enter into negotiations with Transportation Management & Design to perform the Transit System Merger/Consolidation Analysis.

Summary: Transportation Management & Design final negotiated project is estimated to cost $149,927 (inclusive of NM GRT) and focuses on consensus building and committee outreach which is the first phase of the project along with other key analysis related to the operational and financial conditions of the agencies independently and merged Transportation Management & Design have brought in consulting partners of Felsburg, Holt, and Ullevig (FHU) and Rosemary Romero Consulting that both NCRTD and City of Santa Fe transit have worked with in the past and have local understanding and knowledge that they bring to the project. The analysis is projected to take nine months to complete and will be brought back to the NCRTD Board and City of Santa Fe Council for review in Spring 2017.

Recommended Action:

Staff is recommending two motions for the Board's consideration:

1. Award the contract for the Transit System Merger/Consolidation Analysis to Transportation Management & Design Inc.; and
2. Authorize the Executive Director to execute a contract with Transportation Management & Design in an amount of $149,927 (inclusive of NM GRT) and set a project budget amount of $172,500, which allocates a supplementary amount of funding for additional public meetings and/or evaluations that may arise during the analysis as needed. The $22,500 of cost could potential be shared with the City of Santa Fe and/or NMDOT if agreed upon by the parties during the study.

Options/Alternatives:

1. Take no action; or
2. Adopt the recommendations, (recommended); or
3. Not adopt the recommendations and provide further direction to staff.

Fiscal Impact: The FY2017 budget will be amended for a FY2016 carryover of funding that contains funding for this project.

Attachments:

- Request for Proposal for Transit System Merger/Consolidation Analysis
- Proposal from Transportation Management & Design Inc. for the Transit System Merger/Consolidation Analysis with amended cost proposal and timeline

North Central Regional Transit District and City of Santa Fe
Request for Proposal
For
Transit System Merger/Consolidation Analysis
RFP 2016- 003
May 9, 2016

North Central Regional Transit NCRTD
1327 North Riverside Drive
Española, New Mexico 87532
www.ridethebluebus.com

SECTION 1 – INTRODUCTION

OVERVIEW OF SCOPE OF SERVICES

The City of Santa Fe (City) and the North Central Regional Transit District (District) are seeking a qualified Consultant with substantial experience in preparing a comprehensive transit operations analysis, developing transit operating plans and analyzing consolidations or mergers for transit systems. The purpose of the Merger Consolidation Analysis and Plan is to systematically evaluate the potential of the City transit system being acquired and merged into the District. The District in the past has acquired smaller local transit and merged them into the District operations.

This study will be performed under the guidance of the District project manager and a project team consisting of a City and District representative.

1.1 PROCURING AGENCY AND CONTRACTING OFFICER

All communication concerning any aspect of this solicitation of offers shall be in writing and shall be with the Contracting Officer.

Procuring Agency: North Central Regional Transit District
1327 North Riverside Drive
Espanola, New Mexico 87532
Phone: 1-866-206-0754

Contracting Officer/Purchasing Agent: Troy Bingham
Finance Director
Phone: 505-629-4701
troyb@ncrtd.org

1.2 SOLICITATION SCHEDULE

The following is the solicitation schedule for this procurement.

EVENT	DATE AND TIME
Request for Proposal Issued	May 9, 2016
Questions and Requests for Clarifications due to NCRTD	May 16-18, 2016
NCRTD Responds to Questions and Clarifications	May 19-20, 2016
Proposal Due Date	**Proposals are due no later than 4:30 p.m. on June 6, 2016**
Evaluation of Proposals Received	June 13-17, 2016
Proposer Presentations/Interviews	June 20-24, 2016
Anticipated Award	July 8, 2016

1.3 PROPOSALS

In order to be considered for award, **Proposals must be received by 4:30 p.m. MST, Monday, June 6, 2016**. Any proposal received after the specified date and time will be returned to the Proposer unopened. The receiving time in the NCRTD lobby located at 1327 North Riverside Drive, Espanola, New Mexico 87532 will be the governing time for acceptability of Proposals. This RFP does not commit NCRTD to award a contract. NCRTD will not pay Proposer's for any costs associated with preparing responses to this RFP. NCRTD reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with qualified Proposer's, to award a contract without discussions/interviews or to cancel in part or in its entirety this RFP if it is in the best interests of NCRTD to do so.

1.4 DISTRIBUTION OF SOLICITION DOCUMENTS

NCRTD is distributing this RFP and all relevant documents through its website at www.ridethebluebus.com, as well as a direct mail list, New Mexico Department of Transportation (NMDOT) vendor list and national transit organizations classified advertisements.
All addenda and updates to the RFP will be posted at the above referenced website. Prospective Proposers are responsible for checking the website for addenda and updates to the RFP. Beyond initial email to inform prospective Proposer's about the RFP, NCRTD will not send communication directly to Proposers.

SECTION 2 - SCOPE OF SERVICES

INTRODUCTION AND BACKGROUND

In 2003, Governor Bill Richardson signed into law the Regional Transit NCRTD Act. This legislation authorized the creation of regional transit districts in the State of New Mexico.

In 2004, Governor Bill Richardson signed legislation that allowed City and County Governments that were members of a Regional Transit Districts, to go to the voters for approval of an increase of up to ½ of one percent in Gross Receipt Tax to fund their participation in an RTD.
In September 2004 the NCRTD was the first RTD to be certified by the New Mexico Transportation Commission. Upon issuance of certification from the New Mexico Transportation Commission the NCRTD constitutes a separate political entity. A requirement from the New Mexico Department of Transportation was to submit a Transit Service Plan within one year of the formation of the NCRTD. The NCRTD Board approved the NCRTDs first Transit Service Plan in July 2006.

73-25-2. The purpose of the Regional Transit District Act;

A. Serve the public by providing for the creation of regional networks of safe and efficient public transit services;

B. Allow multijurisdictional public transit systems to reduce the congestion of single-occupant motor vehicle traffic by providing transportation options for residents;

C. Decrease automobile accidents by reducing traffic congestion on freeways and streets;

D. Reduce noise and air pollution produced by motor vehicles;

E. Prolong and extend the life of New Mexico's existing roadways by easing the traffic burden;

F. Provide residents with a choice of transportation alternatives so that seniors, youth, low-income and mobility-impaired residents and others unable to drive or afford motor vehicles continue to have full access to the goods, services, jobs and activities of the community;

G. Improve the New Mexico economy by increasing workforce and citizen access to education and higher paying jobs; and

H. Prolong and extend petroleum resources.

In February 2007 the NCRTD adopted its branding, and in April began its first bus service project. In July 2007 the NCRTD signed Memorandums of Agreement between the City of Española and Rio Arriba County to transfer service, employees and equipment to the NCRTD. In October 2007 the NCRTD began operating transit service in four counties.

In January 2008 NCRTD hired a Contractor to expand and update the Transit Service Plan for the proposed usage of the Gross Receipts Tax (GRT). April 2008 the NCRTD Board approved the GRT resolution adopting a 1/8 of one percent tax, and in November 2008 the public voted for approval of the GRT in all four counties of its service area.

In July 2015 the NCRTD acquired the Town of Taos transit system known as the Chile Line and all assets, employees and facilities.

Presently the NCRTD has 24 fixed and commuter routes regionally, 2 demand response services, and 1 Dial-A-Ride service in Rio Arriba County within a 15-mile radius of the Española Park and Ride lot; complementary flex paratransit services on all routes (outside of the Town of Taos) as well as the Chile RIDE paratransit in the Town of Taos. All routes are fare free except for the Mountain Trail and Taos Express.

The NCRTD assets consist of an Administrative facility and light maintenance bay in Española, a fleet maintenance facility and office trailer in Taos. NCRTD has a fleet of 41 buses and paratransit vehicles and additional support fleet. Annual vehicle miles are 998,480. The NCRTD provides service Monday through Friday (excluding certain recognized holidays). The premium RTD Mountain Trail and TSV Green route operate seven days per week (including holidays) during the winter ski season and Taos Express provides Saturday and Sunday express service. The NCRTD employs 66 employees. Annual ridership for 2015 for NCRTD provided services is 184,320 and NCRTD funded services is 317,616 for a total ridership of 501,936. The NCRTD members are four counties, four cities, and six tribal entities, with over 10,000 square miles of service area with an approximate population of 235,000.

The City of Santa Fe transit system known as the “Santa Fe Trails” has performed fixed route service since 1991 and currently has ten (10) fixed routes within the City of Santa Fe city limits and some limited service in Santa Fe County. Two (2) fixed shuttle routes are directed to service visitors and commuters and are in addition to the 10 fixed routes available.

Paratransit services providing roughly 31,643 trips per year. Santa Fe Trails operates seven (7) days a week 6:00 am to 10:0 pm Monday through Friday, 8:00 am to 8:00 pm Saturday and 8:00 am to 6:30 pm Sundays providing approximately 45 square miles of service area. Santa Fe Trail’s yearly ridership for 2015 was 980,000 trips. Currently the City of Santa Fe population is approximately 82,500 and the City receives more than one million visitors per year.

Santa Fe Trails has a fleet of 30 buses and eighteen paratransit vehicles as well as several additional support vehicles.

Currently there are one hundred twenty-three (123) employees budgeted to operate Santa Fe Trails

Assets include Santa Fe Trails Administrative Building, Operations Building, and Maintenance Shop, Wash Bay and CNG slow-fill fueling station and 423 bus stops throughout the City's service area.

City transit system employees are represented by the American Federation of State, County, and Municipal Employees (AFSCME) 3999, however not all classifications are included in union representation. NCRTD drivers and dispatchers are represented by Teamsters Local No. 492 and all other classifications are non-represented.

2.1 PURPOSE AND NEED

Recently the NCRTD and City entered into a Letter of Intent to explore the possible merger of the City transit system into the District operations. In order for the entities to make an informed decesion on whether a merger/consolidation is mutually beneficial the parties have agreed to obtain the services of a consultant to analyze and provide a recommendation regarding a possible merger.

The purpose of this RFP is to utilize the data and information generated from the recently created short term service plan of the NCRTD, the NCRTD Long Range Strategic Plan, the Santa Fe Metropolitan Public Transit Master Plan (which covers only that portion of Santa Fe County within the MPO Boundaries and all service providers therein); and the State of New Mexico's State Wide Long Range Multimodal Transportation Plan; and to utilize this data to inform upon the possibility of a merger and its potential benefits. By integration of the relevant data and outcomes from those aforementioned studies into this analysis, the intent is to assure consistency with other adopted local, regional, and state plans, and policies and rules, including any local policies regarding how the City intends that transit services are provided to those segments of its's population that are most in need.

This study is not intended to analyze goverance of the proposed consolidation, since the City transit system would be mergered into the existing NCRTD system. However, if a consolidation is not mutually benefical, the study may consider the long term contractual operation of the City transit system by the NCRTD.

2.2 SCOPE OF WORK

Task 1: Study Consensus-Building and Presentations

In order to ensure that stakeholders, employees and the general public have had an opportunity for public input it is critical that a viable, transparent and open input process be developed at the beginning of the study. Furthermore, choosing and implementing a particular option will require that a level of consensus at the decision-making level is achieved. To do this, the Consultant will need to provide information and assistance as needed. Specific efforts are anticipated to include:

1. Conducting pre-study exploration meetings with Santa Fe City Staff, Santa Fe City Council, Santa Fe Transit Board, NCRTD Staff and Board of Directors to surface out potential issues and obstacles to consolidation/merger; and
2. Develop and maintain a project page with updates, documents, frequently asked questions and comment tab on the City of Santa Fe and NCRTD web site; and
3. Prepare and coordinate presentations to local policymakers, including but not limited to, Santa Fe City Council, Santa Fe County Board of County Commissioners, Santa Fe Metropolitan Planning Organization and the NCRTD Board of Directors; and
4. Prepare and coordinate discussions with key federal, state and regional agencies and potentially state legislative contacts; and
5. Prepare and coordinate discussions with Santa Fe Transit Advisory Board, Unions and other community groups as identified; and
6. Present study findings in draft form to obtain feedback and revisions as deemed appropriate to Santa Fe City Council, NCRTD Board of Directors and various stakeholders; and
7. Research and answer questions about consolidation option(s) details and assumptions if needed.

Task 2: Evaluation of Current Operations

A. **Financial Analysis:** The Consultant will evaluate the operational and financial condition of each transit system operations in several areas. The Consultant will:

1. Review past year and current budgets for assessing overall financial condition using National Transit Database (NTD) data where possible. This includes examining measures to describe the relative efficiency of the current system (i.e., cost per revenue hour, cost per revenue mile, cost per passenger); and
2. Review all revenue sources for both capital and operating expenses. Specifically, a review of transit dedicated fund sources (5304, 5309, 5307, 5339,5311, 5310, City ¼% GRT, NCRTD Transit GRT (sunsets in 2023), LAC annual contribution) will be made; and
3. Review Annual Comprehensive Financial Reports/Audits for use in confirming financial capacity; and
4. Review Santa Fe Metropolitan Public Transit Master Plan and ascertain cost implications to address recommendations contained therein on the merger; and
5. Request and evaluate ten-year financial projections from each transit provider based on current levels of service (if service changes are anticipated, incorporate those in projections) and assess implications of any sun-setting or non-binding financial resources; and
6. Request and evaluate twenty-year capital investment projections from each transit provider based on current levels of service (if service changes are

anticipated, incorporate those in projections) and assess implications of any sun-setting or non-binding financial resources; and

7. Request and evaluate ten-year reserve projections from each transit provider and implications of any sun-setting or non-binding financial resources; and
8. Gather and assess available information on City of Santa Fe transit and District financial assets (including fixed assets) and debts and any future debt borrowing needs; and
9. Summarize costs, terms and conditions of each operational service contract of the current transit providers; and
10. Summarize the financial condition and sustainability of each transit provider based on the current level of service and the implications of any sun-setting or non-binding financial resources; and
11. Summarize the financial condition and sustainability of a merged entity based upon the current and future financial conditions of the merged entities and the implications of any sun-setting or non-binding financial resources.

B. **Physical Asset Analysis**: The Consultant will review the current and future physical asset requirements of each transit provider (i.e. facilities, equipment, bus shelters, signage, and communication systems). This will be done as follows:

1. Perform on-site visits with each transit provider to review all current physical assets in order to assess how these assets can be used for transit support and/or operations, including identifying which assets would not be available for transit consolidation and the reason(s) why;

    a. Review status of all current transit capital projects and proposals for each transit provider; and
    b. Review each transit provider's projected capital needs for the next 20 years based on current and projected levels of service, including but not limited to, maintenance and administrative facilities, rolling stock replacement (buses and support vehicles), parking facilities, fare collection technology, communications systems, intelligent transportation systems (ITS), etc.; and
    c. Identify current capital opportunities, resources and plans that could be used in support of potential transit consolidation options.

C. **Labor Force Analysis:** The Consultant will examine the organizational systems (Staffing) assessment of each transit provider. This will entail the following tasks:

1. Request current organization charts and job descriptions from each operation; and
2. Review the current staffing levels of each operation by cost, full time equivalent (FTE), fund source and function; and
3. Identify the functional roles, responsibilities and associated staffing levels of each service provider; and

4. Identify possible issues or deficiencies with the current personnel structures with each transit provider; and
5. Identify potential challenges related to Collective Bargaining units and agreements.

D. **Service Evaluation:** The Consultant will evaluate current transit service by examining the following elements:

1. Review current levels of service, productivity and accessibility offered with those services; and
2. Identify through research and analysis, the potential benefits, disadvantages and obstacles – including significant impacts on service quality and costs – that merger/consolidation would have on each entity; and
3. Review and evaluate Short Range Transit Plans (SRTP), Long Range Strategic Plans, etc.… in order to identify possible service plan changes projected by each transit provider.

E. **Paratransit, Dial-A-Ride, and Demand Response Systems Evaluation:** The Consultant will summarize and evaluate the Paratransit, Dial-A-Ride and Demand Response System operations for a merged system according to:

1. Rider and trip eligibility including services offered beyond the required ADA mandated levels of service; and
2. Geographic service areas; and
3. Reservations systems; and
4. Fares and trip policies; and
5. Cost and efficiencies per vehicle trip and vehicle revenue mile; and
6. Taxi scrip programs if any; and
7. Consultant will review the service plans for each transit provider to determine trends, deficiencies, and opportunities and other issues related to providing this service, including current levels of passenger satisfaction.

Task 3: Development and Evaluation of Proposed Consolidation Options

Each option that is being recommended will be evaluated in terms of these key areas of study and will fully assess the strengths, weaknesses, opportunities and threats of each option as well as any obstacles, including a detailed analysis of financial and legal and labor implications, sharing and/or use of existing and future physical assets and labor force, as well as service performance and integration.

A. **Financial Comparison**: The Consultant will evaluate operational financial condition of each option. The Consultant will:

1. Develop conceptual budgets for each option using Task 1 criteria and all pertinent transit cost centers; and
2. How each option would affect all revenue sources used for both capital and operating expenses anticipated for each option; specifically, the use of

transit dedicated fund sources (5307,5339,5311,5310, City 1/4% GRT, NCRTD Transit GRT (sunset) and LAC contribution) will be fully assessed; and

3. Project five-year, ten-year and 20-year fiscal impacts and benefits for each option based on current levels of service (if service changes are anticipated, incorporate these in projections); and
4. Summarize implementation issues associated with the consolidation and/or transfer of each operational service contract or implementation of new contracts for each option, as needed. Summary to include potential labor/union issues; including but not limited to, Federal Transit Administration (FTA) 13C implications; and
5. Summarize financial implications and forecasts for each option based on current and proposed levels of service; and
6. Compare each option to the status quo.

B. **Physical asset Comparison**: The Consultant will further elaborate on the physical asset analysis and how it would apply to each option(s). This will be done as follows:

1. Determine the required physical assets needed to support each option(s); and
2. Identify potential of sharing physical assets currently in use that may be used in the proposed option(s); and
3. Determine how to create a shared-use facility for City owned, FTA funded assets that would no longer be used for transit purposes; and
4. Determine if current transit capital projects and proposals for each transit provider should be modified based on each option; and
5. Project capital needs of a consolidated operation for the next 5, 10 and 20 years based on current and projected levels of service including, but not limited to, maintenance and administrative facilities, rolling stock replacements, parking facilities, service vehicles and replacement, fare collection and communication improvements, intelligent transportation systems (ITS), etc.; and
6. Compare each option to the status quo.

C. **Labor Force Comparison:** The Consultant will develop and assess the required organizational personnel needs and staffing levels of each option. This will entail the following tasks:

1. Forecast staffing levels of each option by cost, FTE, fund source and function; and
2. Identify the functional responsibilities of each staff person; and
3. Develop proposed organization structures, job descriptions and financial summary of each of the proposed options; and
4. Evaluate the costs and coverage of each of the consolidation options to the status quo. (Where feasible, use comparably structured transit agencies as benchmarks); and

5. Address impact of the two existing collective bargaining agreements and potential issues.

D. **Service Comparison:** The Consultant will compare each option and its ability to provide service as follows:

1. Review service and productivity levels for each option(s), and what common service policies and efficiency and effectiveness metrics should be assumed for each option; and
2. Identify potential service enhancements and cost savings gained through possible route optimization (such as route interlining, reduced deadhead hours, vehicle assignments and improved service contracts) for each of the consolidation options; and
3. Compare each option to the status quo.

E. **Summary Report of Comparisons:** Summarize an evaluation for each consolidation option based on the findings of Task 2, including:

1. A comprehensive analysis of merger/consolidation issues, financial status, service quality and operational efficiencies; and
2. Evaluate public comments to the strengths and weaknesses identified by local agencies and other community stakeholders and determine how or when to address as part of this study.

Task 4: Guidance and Implementation Documentation

A. **Project Management Team Support:** The Consultant will support the City and District joint project management team activities by assisting with the following elements:

1. Identify non-technical and technical "fatal flaws" of a consolidation option and determining if alternatives can be developed; and
2. Participate in timely briefings related to study's progress and findings; and
3. Participate in project management team meetings; and
4. Present study findings in draft form in order to obtain feedback and revisions as deemed appropriate; and
5. Develop and distribute public information; including but not limited to, meeting notices, press releases and other forms of public information in consultation with City and District staff.

B. **Final Consolidation Assessment Plan:** A final document describing the preferred option(s) will be prepared, regardless of the outcome. Even if no consolidation is ultimately recommended, this study will include short, mid, and long term strategies that can be used to achieve a more coordinated system for the users of the fixed (and flex) route, paratransit, Dial-A-Ride, and demand services in Santa Fe County. Specific tasks include:

1. Prepare a detailed explanation of the proposed organizational structure from the preferred option(s); and
2. Prepare informational materials about the preferred recommendation(s); and
3. Prepare a strategic plan of action to achieve the preferred option(s) with a reasonable timeframe; and
4. Prepare recommendations to address Collective Bargaining Agreement issues to facilitate a merger/consolidation; and
5. Incorporate a verbatim record of the public comments; and
6. Prepare a complete business plan. The business plan should be designed to facilitate the implementation of consolidation. At a minimum, a business plan will include a management and organization structure as well as financial, operating, capital investment, service planning, and marketing plans.

2.5 DELIVERABLES

The following deliverables (in the context of each agency) are logical outcomes of the required services described above. However, the Proposer is welcome to suggest additional or alternative deliverables that reflects the nature of their proposed planning process.

- Executive Summary
- Needs Assessment Report
- Financial Assessment Report
- Service Assessment Report
- Preliminary Options Report
- Recommendations
- Implementation Strategy
- Short and Long Range Financial Plan
- Funding Strategies
- Final Consolidation Plan
- Stakeholder Involvement Record
- Proposed labor force report and recommendations
- Distribution of capital funds
- 5,10 and 20 year plans for both entities
- Strategic plan for 2023 if the GRT 1/8 tax sunset is not removed by the voters (only if consolidation/merger is recommended)
- Recommendation as to whether the voting strengths would need to be adjusted and how (only if a consolidation/merger is recommended)

Each deliverable shall be transmitted electronically to NCRTD in draft form, and will be subject to a two-stage review process. Project Management Team and NCRTD staff will review the draft and advise the Proposer of needed changes. When the changes have been made, the Proposer will be advised to produce a draft for Board of Directors and Santa Fe City Council presentation and review. Additional changes to the document may be required after the Board of Directors and Santa Fe City Council process.

Media and file formats: Reports shall be delivered to NCRTD in a current and/or compatible version of Microsoft Word. Presentations shall be produced and delivered in Microsoft Power Point, and public versions will be delivered in .pdf format.

Reports shall be dated and identified as either draft or final, as appropriate. Submittal of final reports shall be accompanied by the files, in their native format, that were used to generate graphics displayed in the reports.

Meetings and Presentations
In addition to meetings required to perform previously mentioned task activities, the Consultant will facilitate and participate in the following meetings and presentations as outlined below:

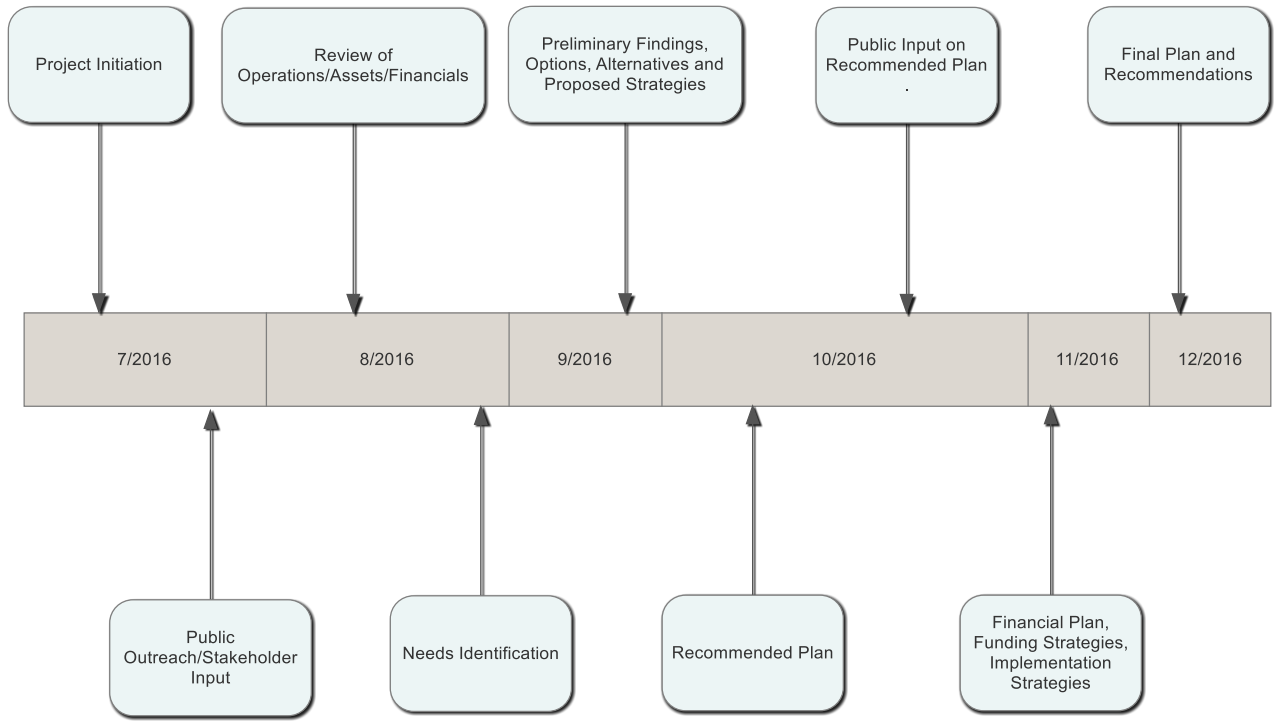
1. Meetings with the project manager (as needed)
2. Meetings with the project management team (as needed)
3. Pre study meetings to ascertain initial concerns by stakeholders
4. Presentations to the District Board and Santa Fe City Council
5. Presentations to the Santa Fe City Transit Advisory Board
6. Meetings with the AFSCME and Teamsters Representatives
7. Monthly progress reports
8. Ensure that District and City residents and customers, Santa Fe Transit Advisory Board views and concerns are addressed by developing and implementing a tailored public engagement process, and presenting at public forums and official information meetings

2.6 TIMETABLE AND BUDGET

At the start of the project, the Proposer shall produce a project timetable that lists major tasks with their starting and ending dates. Meetings and deliverables shall be included as milestones on the timetable. The Proposer shall update and resubmit the timetable periodically as conditions warrant.

At the start of the project, the Proposer will provide a task-by-task budget. The budget will be constructed in a way that allows the Proposer and the NCRTD Project Manager to monitor project financial performance and take corrective actions in a timely manner.

The desired timetable for project completion is 6 months from the date of contract execution. Proposers may, however, propose a longer timeline if they feel the proposed work cannot be completed within the 6-month period. Following is a draft milestone timetable.



The funding for this project is Federal FTA funds and matching funds from the District and City.

SECTION 3 - INSTRUCTIONS TO PROPOSERS

ACCEPTANCE PERIOD

Proposals and subsequent offers shall be valid for a period of ninety (90) days after submittal to NCRTD.

3.1 PROPOSER COMMUNICATIONS AND REQUEST

a. All correspondence and/or contact concerning any aspect of this solicitation or offers shall be with the Purchasing Agent. Proposers and their representatives shall not make any contact with or communicate with any Board members and/or employees of NCRTD, (or any other Proposers), other than the Purchasing Agent concerning any aspect of this solicitation or offer. Proposers may be disqualified if any unsolicited contact related to this RFP is made with an employee or representative of NCRTD other than the Purchasing Agent.

b. At any time during this procurement up to the time specified, Proposers may request in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addenda to the RFP. Requests may include suggested substitutes for specified tasks. Such written requests shall be made to the Contracting Officer. The Proposer making the request shall be responsible for its proper delivery to NCRTD. NCRTD will not respond

to oral requests. Any request for a change to any requirement of the contract documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by the NCRTD in the form of addenda only. Only written responses provided as addenda shall be official and no other forms of communication with any officer, employee, or agent of the NCRTD shall be binding on NCRTD.

c. The Proposer's Request for Clarifications must be received by the date indicated in the Solicitation Schedule located in this RFP**.**
d. If it should appear to a prospective Proposer that the Scope of Services is not sufficiently described or explained in the RFP or Contract documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local law, ordinance, rule, regulation, or other standard or requirement, the Proposer shall submit a written request for clarification to the NCRTD within the time period specified.

3.2 <u>CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDING</u>

a. Proposals stating conditions, exceptions, reservations or understandings (hereinafter deviations) relating to the RFP may be rejected.
b. Any and all deviations must be explicitly, fully and separately stated in the proposal by setting forth at a minimum the specific reasons for each deviation so that it can be fully considered and evaluated by NCRTD. All deviations found to be unacceptable shall be evaluated in accordance with the appropriate evaluation criteria and procedures, but may result in the Proposer receiving a less favorable evaluation than without the deviation.

3.3 <u>REQUIREMENTS FOR RFP RESPONSE</u>

Proposers shall submit one (1) original-unbound and five (5) bound paper copies of their proposal and one (1) electronic copy via thumb drive or similar format. The submittals must include the following:

1. Letter of Transmittal

The Letter of Transmittal shall be addressed to Anthony J. Mortillaro, Executive Director and must, at a minimum, contain the following:

1. Identification of the offering firm(s) and proposal contact, including name, address, telephone and facsimile numbers, email, and firm web site.
2. Acknowledgment of RFP addenda, if any. An “Addenda” form is included in the Required Forms and Certifications section of this RFP.
3. Name, title and contact information for vendor representative who will be the point of contact on all issues regarding this RFP.
4. A statement to the effect the proposal shall remain valid for a period of not

less than 90 days from the date of submittal or Proposal due date, whichever is later.

5. Signature of person authorized to bind the offering firm to the terms of the proposal.

2. Qualifications and References

    1. Describe the company, including history, mission and nature of work, number of employees and office location(s).
    2. Qualifications and capabilities of the staff to be assigned to NCRTD's contract including licenses, certifications, and years of experience.

3. Experience and Capacity

    1. Provide a minimum of three clients, preferably public transit or governmental agencies, that the firm has provided services similar to NCRTD's requirements. Provide the address, phone number, email (if available) and contact name for the clients. Provide name(s) of staff from proposing firm that worked on the project.
    2. Discussion and evidence of successful Transit Service Plans that Proposer has developed. Proposer must state what measurements it used to determine that the Transit Service Plans have been successful.

4. Understanding of Major Work Elements and Project

    1. This section shall clearly convey that the Proposer understands the nature of the work, and issues related to providing the updated service plan for the NCRTD.

5. Approach and Management Plan

    1. This section shall provide the Proposer's proposed approach and management plan for providing the services. Include an organization chart showing the proposed relationships among Proposer staff, NCRTD staff and any other parties that may have a significant role in the delivery of this project.

6. Staffing Plan

    1. The proposal shall provide a staffing plan and an estimate of the total hours (detailed by position) required for each task included in the scope of services. Discuss the workload, both current and anticipated, for all Key Team Members, and their capacity to perform the requested services for the NCRTD/Santa Fe Consolidation project according to your proposed schedule.

7. Work Plan and Schedule

    1. This section shall include a description and schedule of how each task

deliverable of the project will be completed. The Work Plan shall be in sufficient detail to demonstrate a clear understanding of the project. The schedule shall show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. Discuss the firm/team's approach for completing the requested services for this project on schedule.

8. Cost Control

    1. Provide information on how the firm/team will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.

9. Cost

    1. Provide a detailed cost proposal for the project including costs by task for Proposer labor and other direct costs.

3.4.1 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A modification of any part of a proposal already received will be accepted by NCRTD only if the modification is received prior to the Proposal Due Date and Time.

A Proposer may withdraw an already submitted entire proposal prior to the Proposal Due Date and Time by submitting a written request for withdrawal executed by the Proposer's authorized representative. After the proposed Due Date and Time, a proposal may be withdrawn only if NCRTD fails to award the Contract within the proposal validity period or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of a Proposer to submit another proposal within the time set for receipt of proposals.

This provision for modification and withdrawal of proposals may not be utilized by a Proposer as a means to submit a late proposal and, as such, will not alter NCRTD's right to reject a late proposal.

3.5 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION

a. General Information

    1. Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described in this section. Subject to the NCRTD's right to reject any or all proposals, the Proposer will be selected based on which proposal is found to be most advantageous to NCRTD, based upon consideration of the criteria. During the initial review of proposals, NCRTD reserves the right to request clarification of minor issues from any Proposer to assure a complete understanding of their offer and to adjust any evaluations made with incorrect or unclear information.

    2. NCRTD will consider all the material submitted by the Proposer and

related evidence NCRTD may obtain to determine whether the Proposer is capable of and has a history of successfully completing contracts of the type solicited. A clear and complete response to the solicitation is critical so that the evaluation team may adequately understand all aspects of the proposal.

3. Proposers shall furnish acceptable evidence of their ability to perform, such as financial stability and the ability to obtain the necessary personnel when requested by NCRTD. Refusal to provide requested information may cause the proposal to be rejected.

4. The evaluation team will make such investigations as are considered necessary for complete evaluation. The evaluation team will employ those evaluation criteria set forth in this RFP or in addenda that may be issued. The evaluation criteria shall be deemed to include any unstated sub criterion that logically might be included within the scope of the stated criterion.

5. NCRTD reserves the right to select proposals that are in a competitive range, conduct discussions, and request Best and Final Offers. NCRTD also reserves the right to make an award without discussions or requesting Best and Final Offers.

6. After reviewing proposals, NCRTD has the right to invite none, one, or more Proposers to make a presentation and be interviewed at NCRTD offices. The decision to invite none, one, or more Proposers to make a presentation and be interviewed will be at NCRTD's sole discretion and not open to negotiation with Proposers who are, or are not, invited to present their proposals and be interviewed. Not all Proposers may be invited. Proposers who are invited to make a presentation and be interviewed do so at their own expense and are not guaranteed award of a Contract. NCRTD will not reimburse any expenses incurred by a Proposer.

7. Proposers are solely responsible for communicating their ideas, solutions, strengths, etc. within the time limit provided for their presentation and interview. NCRTD is not responsible for communication the Proposer fails to provide within the time limit allowed. Proposers will be made aware of the time limit when a presentation and interview are scheduled.

8. While NCRTD may make available the audio-visual equipment it has available on site for Proposers to use during their presentation and interviews, NCRTD is not responsible for equipment failures or power outages, and will not be obligated to schedule another presentation or interview for the Proposer should equipment failures or power outages affect the Proposers' presentations and interviews. Proposers are welcome to bring their own equipment as appropriate.

9. It is the responsibility of the Proposer to submit a clear and complete

proposal. Proposers must not assume that they will have another opportunity (presentation, interview or otherwise) to clarify or further discuss their capabilities/qualifications beyond the proposal they submit.

b. Opening of Proposals

Proposals will not be publicly opened. All Proposals and evaluations will be kept strictly confidential, as allowed by law, throughout the evaluation, negotiation and selection process. Only the members of the evaluation team and other NCRTD officials, employees and agents that have a legitimate interest will be provided access to the submitted proposals and evaluation results during this period.

c. Evaluation Criteria

The selection of a successful Proposer will be based on the following criteria:

1. 35% of Overall Score - Organizational, personnel and resources:
   a. Organization and management
   b. Experience and qualifications of proposed staff

2. 30% of Overall Score - Quality and approach of proposal:
   a. Proven experience of firm
   b. Proven experience of staff proposed to work on this project
   c. Understanding of objectives
   d. Methodology and procedures
   e. Work plan/schedules/time lines

3. 20% of Overall Score - Conformance to Requirements and Specification: The degree to which the Proposer and content of the proposal meet the requirements of the RFP.

4. 15% of Overall Score - Cost and/or fees;

d. Evaluation Procedures

1. NCRTD may conduct at its sole discretion discussions with all Proposers. The extent of discussions/demonstrations will vary with the nature and the quality of the proposals. The basic purposes of the discussions are to review any shortcomings or deficiencies in the proposal, to discuss any listed deviations or exceptions, to clarify any information or questions the evaluation team may have concerning the proposal.

2. Evaluations will be made in accordance with all of the evaluation criteria and procedures listed above. NCRTD will select for any award the highest ranked proposal from a responsible, qualified Proposer, which does not render this procurement financially infeasible, and is judged to be most advantageous to NCRTD based on consideration of the evaluation criteria.

e. Confidentiality of Proposals

1. Access to government records is governed by State of New Mexico law. Except as otherwise required by State Statutes, the NCRTD will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial information, which a Proposer believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

2. The Proposer shall submit proprietary information, trade secrets or confidential commercial and financial information, which a Proposer believes should be exempted from disclosure, in a separate volume specifically identified and marked as such as an appendix to the proposal.

3. Upon a request for records from a third party regarding this proposal, NCRTD will notify in writing the party involved. The involved Proposer shall indemnify NCRTD's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

4. NCRTD shall employ sound business practices no less diligent than those used for NCRTD's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposers and pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the State of New Mexico laws against disclosure of such information and material to third parties except as permitted by the Contract. The Proposer shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by NCRTD in its sole discretion, bears appropriate notice relating to its confidential character.

3.6 RESPONSE TO PROPOSALS

a. Notice of Award: The contract shall be deemed to include all provisions of this RFP, and all provisions required in public contracts by local, state and federal law.

b. Notice to Unsuccessful Proposers: NCRTD will inform unsuccessful Proposers who were within the competitive range at the time negotiations closed of the following information:

1. The number of prospective Proposers solicited by the NCRTD;
2. The number of proposals NCRTD received; and
3. The name of the successful Proposer.

NCRTD will try to give the notice under this paragraph promptly after contract award. NCRTD's failure to give that notice shall not be deemed to affect the validity of the contract.

c. Acceptance/Rejection of Proposals

1. NCRTD reserves the right to reject any or all proposals for any reason it deems valid at its sole discretion, to undertake discussions with one or more Proposers, and to accept that proposal or modified proposal which, in its judgment will be most advantageous to NCRTD, price and other evaluation criteria considered. NCRTD reserves the right to consider any specific proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive. NCRTD reserves the right to waive any defects, or minor informalities or irregularities in any proposal that do not materially affect the proposal or prejudice other Proposers.

2. If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Proposers shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by NCRTD.

3. NCRTD may reject a proposal that includes unacceptable deviations.

d. Single Proposal Response

If only one proposal is received and it is found by NCRTD to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for NCRTD of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a proposal in response to this RFP. A price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a similar period. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Offer conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance will cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing

the application of resources to the contracted effort and whether costs are allowable, allocable, and reasonable. Any such analyses and the results there from shall not obligate NCRTD to accept such a single proposal; and NCRTD may reject such proposal at its sole discretion.

e. Cancellation of Procurement

NCRTD reserves the right to cancel the procurement, for any reason, at its sole discretion, at any time before the Contract is fully approved and executed on behalf of NCRTD. NCRTD will not pay Proposers any costs incurred in the preparation of a proposal responding to this RFP.

SECTION 4 - SPECIAL PROVISIONS

CONTRACT DOCUMENTS

All parts of the Contract Documents are intended to be correlated so that any work called for in one part and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. Wherever conflicting, contradictory, or redundant statements exist between the Scope of Services and the other sections of the RFP document, the other sections of the RFP take precedent.

4.1 MODIFICATION TO CONTRACT

a. Written Change Orders
Oral change orders are not permitted. No change in the contract shall be made unless NCRTD gives prior written approval. The Proposer shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract signed by NCRTD. A properly executed change order takes precedence over previous executed contract provisions.

b. Change Order Procedure
Within fifteen (15) calendar days after receipt of the written change order to modify the contract, the Proposer shall submit to NCRTD a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Proposer and NCRTD. At this time, a detailed modification shall be executed in writing by both parties.

4.2 TERM OF CONTRACT AND RENEWAL

a. Upon pre-award approval by the NCRTD Board of Directors, NCRTD will issue a One (1) year Contract. Upon Award, the Proposer will begin work and maintain a schedule set forth in the timeline presented in their proposal and agreed upon by NCRTD.

b. Change Orders to extend the term of the Contract may be made by NCRTD.

4.3 RESERVED RIGHTS OF NCRTD IN SOLICITATION PROCESS

In addition to all other rights of NCRTD under New Mexico and Federal law, NCRTD reserves the following:

a. NCRTD reserves the right to rank firms and negotiate with the highest ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
b. NCRTD reserves the right to select the proposal that it believes will serve the best interest of NCRTD.
c. NCRTD reserves the right to reject any and all proposals.
d. NCRTD reserves the right to remedy or waive technical or immaterial errors in the RFP.
e. NCRTD reserves the right to request any necessary clarifications or proposal data without changing the terms.
f. NCRTD reserves the right to make selection of the Proposer to perform the services required based on the original proposals without negotiations.
g. NCRTD reserves the right to make all final determination as to whether the services and scope of service have been satisfactorily completed.

4.4 <u>PROTEST PROCEDURES</u>

a. General Procedures

1. Any Proposer or Proposer whose direct economic interest would be affected by the award of the Contract or the failure to award the Contract may file a protest, claim or dispute with NCRTD pursuant to the protest procedures attached hereto as Exhibit B prior to filing any protest, claim or dispute with the NCRTD.

2. Protests, claims or disputes, where applicable, shall be in writing and filed with NCRTD directed to the Executive Director 1327 North Riverside Drive, Española, New Mexico 87532. *Failure to Comply with Any of the Requirements May Result in Rejection of the Protest.*

REQUIRED FORMS AND CERTIFICATIONS

ADDENDA

The undersigned acknowledges receipt of the following addenda to the document:

Addendum No. , Dated _____

Addendum No. , Dated _____

Addendum No. , Dated _____

Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

The undersigned understands that any conditions stated above, clarifications made to above or information submitted on or with this form other than that requested, will render bid unresponsive.

(Name of Individual, Partnership or Corporation)

_____

(Address)

_____

(Authorized Signature)

_____

(Title)

_____

(Date)

_____

(Telephone)

AGREEMENT OF GOODS and SERVICES

To: North Central Regional Transit NCRTD
1327 North Riverside Drive
Española, NM 87532

The undersigned hereby agrees to furnish the goods and services as listed below in accordance with the specifications which have been carefully examined and are attached.

Signed: _____

Printed Name: _____

Title: _____

Date: _____Telephone: ____ _____

For (Company): _____

Address: _____

CERTIFICATE OF NON COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Bidder or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid has been arrived at by the Bidder independently and has been submitted without collusion and without any agreement, understanding, or planned course of action with any other vendor of materials, supplies, equipment, or service described in the Invitation for Bid, designed to limit independent bids or competition;
3. That the contents of the bid have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bidder, and will not be communicated to any such person prior to the official opening of the Proposals; and,
4. That I have fully informed myself regarding the accuracy of the statement made in this affidavit.

Signed_____

Firm Name _____

Subscribed and sworn to before me this_____ day of _____ , 2016

Notary Public

My commission expires _____ ,

Proposer's E.I. Number _____
(Number used on employer's Quarterly Federal Tax Return)

AFFIRMATIVE ACTION PLAN CERTIFICATION

The undersigned hereby certifies that the business is in compliance with all federal affirmative action requirements applicable to the business.

Signature: _____

Typed Name: _____

Company: _____

Title: _____

Date: _____

Bidder's firm is: (check or complete all applicable boxes)

[ ] an individual

[ ] a partnership

[ ] a non-profit organization

[ ] a corporation, incorporated under the laws of the State of _____ a limited liability corporation (LLC)

[ ] other, _____

Attachment "A"

PROTESTS, APPEALS AND REMEDIES

1. **Authority to resolve protested solicitations and awards.**

The Purchasing Agent is responsible to address, process, and exercise the following:

(a) *Protests of bid or RFP specifications or scope of work.* Any vendor who is aggrieved in connection with the specifications or scope of work in a solicitation may protest to the Purchasing Agent. The protest shall be submitted in writing no later than 7 calendar days prior to the deadline for receipt of the bid or proposal. No protest bond will apply to such protest. The Purchasing Agent shall issue a determination in writing within 2 work days of receipt of such protest, and either proceed with the solicitation, modify it, or cancel it

(b) *Right to protest; protest bond.* Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall contain all the grounds for such protest, and must be submitted in writing within 15 calendar days after such aggrieved person knows or should have known of the facts giving rise thereto, along with a bond provided by a surety company authorized to do business in the state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the NCRTD. The amount of the bond shall not exceed the estimated cost to the NCRTD of processing and defending a protest. Only one protest per person per solicitation is permitted.

(c) *Authority to resolve protests.* The Purchasing Agent shall have the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror or contractor, actual or prospective, concerning the solicitation or award of a contract.

(d) De*cision.* If the protest is not resolved by mutual agreement, the Purchasing Agent shall promptly issue a decision in writing stating the reason for the action taken and informing the protestant of its right to appeal the decision to the NCRTD Board. A copy of the decision of the Purchasing Agent shall be mailed, return receipt requested, or hand-delivered to the protestant or to the address provided in the protest.

(e) *Appeal.* Any appeal to the NCRTD Board of an adverse decision shall be made by filing with the Executive Director's office within 15 calendar days after the decision has been delivered to the aggrieved person. The proceeding before the Board shall be de novo. The Board shall decide whether the solicitation or award was in accordance with this Policy, procedures, and the terms and conditions of the solicitation.

(f) *Decisions final.* A decision of the NCRTD Board under this Section shall be final and conclusive. The aggrieved person may seek judicial review in the state First Judicial NCRTD Court within 30 days of the receipt of notice of the decision of the NCRTD Board.

(g) S*tay of procurements during protests.* In the event of a timely protest under subsection (a) of this section, the Purchasing Agent shall not proceed further with the solicitation or with the award of the contract unless the Purchasing Agent, after consultation with the Executive Director, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the NCRTD.

(h) *Entitlement to costs.*

(1) When a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but was not, then the protesting bidder or offeror shall be entitled, in addition to any other relief, to the reasonable costs incurred in connection with the protest or appeal costs other than attorney's fees.

(2) Should the protest be denied, the NCRTD shall be entitled to recover reasonable costs for processing and adjudicating the protest, and for costs associated with an unreasonable delay of the contract. Recovery of these costs shall not be limited to the proceeds from the protest bond. Excess bond proceeds shall be returned to the person.

2. **Contract Claims.**

Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation or other cause for contract modification or rescission. Within15 calendar days of the time the contractor knows or should have known of the facts and circumstances giving rise to a claim the following procedure shall apply:

(a) *Notice of claim to the Purchasing Agent.* All claims by a contractor against the NCRTD relating to a contract except bid protests shall be submitted in writing to the Purchasing Agent for decision. The contractor may request a conference with the Purchasing Agent on the claim.

(b) *Notice to the contractor of the Purchasing Agent's decision.* The decision of the Purchasing Agent shall be issued in writing within 15 calendar days of claim notice and immediately mailed, or otherwise furnished, to the contractor. The decision shall state reasons for the decision reached, and shall inform the contractor of its appeal rights under subsection (d) of this section.

(c) *Failure to render timely decision*. If the Purchasing Agent does not issue a written decision regarding any contract controversy within 15 days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

(d) *Appeal*. Any appeal to the NCRTD Board of an adverse decision shall be made by filing with the Executive Directors office within 15 calendar days after the decision has been received by the aggrieved person. The proceeding before the NCRTD Board shall be de novo.

(e) *Decisions by Board final; exception.* A decision of the NCRTD Board under this section shall be final and conclusive unless a protestant seeks judicial review in the state First Judicial NCRTD Court within 30 days of the receipt of notice of the decision of the NCRTD Board.

3. **Remedies for solicitations or awards in violation of law.**

(a) *Prior to bid opening or closing date for receipt of Proposals.* If, prior to the bid opening or the closing date for receipt of Proposals, the Purchasing Agent, after consultation with the NCRTD Attorney, determines that a solicitation is in violation of applicable law or regulation then the solicitation shall be canceled by the Purchasing Agent or revised to comply with applicable law.

(b) *Prior to award.* If, after bid opening or the closing date for receipt of Proposals, the Purchasing Agent, after consultation with the NCRTD Legal Counsel, determines that a solicitation or a proposed award of a contract is in violation of applicable law then the solicitation or proposed award shall be canceled by the Purchasing Agent.

(c) *After award.* If, after an award, the Purchasing Agent, after consultation with the NCRTD Legal Counsel, determines that a solicitation or award of a contract was in violation of applicable law, then:

If neither the purchaser nor the person awarded the contract has acted fraudulently or in bad faith:

a. The contract or invoice may be ratified and affirmed or approved for payment by the Board for any amount or the Executive Director, as applicable, for amounts under $100,000.00, provided that it is determined that doing so is in the best interests of the NCRTD; or

b. The contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to the termination; or

If either the purchaser or the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void by the Purchasing Agent, if such action is in the best interests of the NCRTD.

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CONTRACTOR, AND

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

This agreement ("Agreement") is entered into as of the ___ day of _____, 2016, by and between _____ ("Contractor") and the North Central Regional Transit District ("NCRTD").

WHEREAS, the NCRTD is a political subdivision of the State of New Mexico; and,

WHEREAS, the NCRTD wishes to retain Contractor to perform the work described below; and,

WHEREAS, the NCRTD has adopted its own procurement code pursuant to the powers and authority granted to it under the Regional Transit NCRTD Act; and

WHEREAS, pursuant to the NCRTDs Procurement Regulations the Contractor has held itself out as possessing the personnel, experience and knowledge necessary to perform the services described in implementing the Scope of Work as attached (Exhibit "A") and contained within the RFP; and

WHEREAS, the NCRTD has selected the Contractor as the offeror most advantageous to the NCRTD; and

WHEREAS, the procurement regulations are available to all vendors and contractors by and through the NCRTD and the most current version of the regulations are adopted by Resolution No. 2012-21, and are entitled "North Central Regional Transit NCRTD Procurement Regulations."

NOW THEREFORE: in consideration of the mutual agreements of the parties herein and for other good and valuable consideration the receipt of which is hereby acknowledged the parties to this Agreement agree as follows:

1. SCOPE OF WORK

The Contractor shall provide the following services to the NCRTD. All services listed below shall be inclusive of work, work product and shall be interpreted consistent with any solicitation or procurement documents promulgated by the NCRTD:

A. Provide all services contained in their response to the RFP and the Scope of Work Attached hereto as Exhibit "A" and any and all addenda as described in the NCRTDs RFP and as outlined in the project proposal

B. Deliver completed project in a timely manner with all work to be done in cooperation with the NCRTD's project coordinator and in accordance with the Transit Service Plan Update Timeline.

C. Submit invoices as outlined in Contractor's proposal, containing a detailed report of work performed. Invoices shall be substantially in the form outlined in Contractor's proposal, and shall contain a detailed report of work performed sufficient to meet the New Mexico Department of Transportation's requirements contained in the Memorandum of Agreement with the NCRTD which is attached hereto as Exhibit "B". Contractor recognizes and acknowledges that the NCRTD must make quarterly reports of progress including actual costs and expenses incurred as of the reporting date. Contractor's failure to timely submit information sufficient for this purpose may compromise the NCRTD's ability to obtain federal funds and may in turn compromise payments by the NCRTD to the Contractor for amounts otherwise compensable under this Agreement.

D. Contractor may be required to attend NCRTD Board meetings and provide advice to the full NCRTD Board if requested to do so by the Executive Director.

E. Contractor may be required to perform such acts and render such services as are reasonably necessary to complete the work contemplated under this Agreement.

F. Contractor understands and agrees that the professional services covered by this scope of work are to be performed and delivered by the principle professionals within the Contractor's firm and that substitution of subcontractors or delegation of critical work to subordinates does not meet the demands and expectations of NCRTD.

G. All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of NCRTD as works for hire. Contractor shall not use, sell,

disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of NCRTD. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the NCRTD.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

4. COMPENSATION

A. The NCRTD shall pay to the Contractor **$**_____ for services referred to above, excluding gross receipts tax. The aforementioned amount is inclusive of Contractor expenses anticipated to be incurred in the performance of services in the Agreement such as copying, mileage, printing, travel, and per diem, telephone and computer research charges at the normal rate for such expenses charged by the Contractor to its other clients. Per diem and mileage expenses shall not exceed the amounts provided in the Per Diem and Mileage Act or as set forth below.

B. Payment shall be made upon receipt from the Contractor of statements in accordance with the deliverable tasks outlined in the Contractor's proposal "Table I-1" attached hereto as Exhibit "C". All statements shall contain a detailed report of work performed and expenses incurred. Prepayment by public entities is generally not permitted under New Mexico law. Therefore, the delivery of service and timely billing thereafter is a condition precedent to any payment by NCRTD to Contractor.

C. Payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the NCRTD to the Contractor.

D. Contractor agrees to Refund to the NCRTD, in the same proportion as it was paid to the Contractor, expenditures under this agreement when determined by independent audit to be ineligible for payment.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the NCRTD for the performance of this Agreement. If sufficient appropriations and authorization are not made by the NCRTD, this Agreement shall terminate upon written notice being given by the NCRTD to the Contractor. The NCRTD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. By executing this Agreement, the NCRTD represents that it will make good faith efforts to ensure that sufficient money is budgeted and appropriated to make the payments that may become due for the work performed under this Agreement. However, by signing this Agreement Contractor hereby acknowledges and agrees that NCRTD is not responsible for ensuring that budgeted amounts will be appropriated sufficient to pay any amendment, extension, or other charges beyond those set forth in Section 3 above.

5. TERM AND EFFECTIVE DATE

This agreement shall not become effective until approved by the North Central Regional Transit NCRTD. This Agreement shall terminate on _____ 2017 unless terminated pursuant to paragraph 6 below, or extended by mutual agreement in writing for up to six (6) additional months.

6. TERMINATION

A. This Agreement may be terminated by the NCRTD upon ten (10) days' written notice. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of NCRTD. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to NCRTD originals of all materials prepared pursuant to this Agreement.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the NCRTD original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the

NCRTD shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date of termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the NCRTD and are not employees of the NCRTD. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of NCRTD vehicles, or any other benefits afforded to employees of the NCRTD as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

C. Contractor is not an agent or employee of NCRTD and will not be considered an employee of NCRTD for any purpose. Contractor, its agents or employees shall make no representation that they are NCRTD employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the NCRTD's name or logo.

D. Contractor shall have no authority to bind NCRTD to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding the NCRTD to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from the NCRTD provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

8. CONFIDENTIALITY

A. Any confidential information provided to or developed by the Contractor in the performance

of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the NCRTD, except as otherwise provided by law. Notwithstanding the preceding agreement to keep materials confidential the Contractor hereby acknowledges and agrees that the NCRTD may provide copies of any and all documents required to be made available for inspection and copying pursuant to the New Mexico Inspection of Public Records Act. Contractor is not required to provide NCRTD with any documents that are not work product or are not otherwise required in order to perform the scope of work or to comply with state and federal laws. Nothing herein shall be deemed to waive any claim of confidentiality by NCRTD or Contractor nor to compel production of documents or information other than as required by this Agreement or by law.

B. Some documents may be subject to the requirements of the Privacy Act of 1974, 5 U.S.C. §552a. The Contractor agrees that it will at all times comply and assist the NCRTD in compliance with that law.

9. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer, NCRTD employee or former NCRTD employee have been followed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the NCRTD. Contractor acknowledges that the NCRTD is a SUBGRANTEE under Exhibit B and is expressly bound to seek DEPARTMENT approval of any subcontracts under that agreement. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the NCRTD. Contractor agrees that its principle officers and employees are to perform the scope of work under this agreement and that it will not unreasonably delegate work to subordinates.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement,

releases the NCRTD, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the NCRTD to any obligation not assumed herein by the NCRTD unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

Contractor shall obtain and maintain at its own expense adequate insurance at all times during its performance of this Agreement.

A. Contractor shall obtain and maintain Workers' Compensation insurance required by law to provide coverage for Contractor's employees throughout the term of this Agreement. Upon request, Contractor shall provide the NCRTD with evidence of its compliance with such requirement.
B. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage of one million dollars ($1,000,000) per occurrence.
C. Automobile Liability Insurance shall be in amount at least equal to the minimum required by state law on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement, shall name the NCRTD as an additional insured, and shall provide that the NCRTD will be notified no less than thirty (30) days in advance of cancellation.
D. General Liability Insurance shall be in the amount of $1,000,000 combined single limit and per occurrence shall name the NCRTD as an additional insured, and shall provide that the NCRTD will be notified no less than thirty (30) days in advance of cancellation;
E. The NCRTD retains the right to require that Contractor obtain or provide proof of insurance, certificates of insurance, riders or addenda including documents listing NCRTD as an additional named insured if, in the NCRTD's opinion, the Contractor's work creates a risk or liability for the NCRTD that can be covered and insured without excessive cost or expense to the Contractor.
F. Waiver of insurance requirements may only be performed in writing by the NCRTD's Executive Director and only if s/he is satisfied that the waiver will not result in substantial or unreasonable liability for the NCRTD.

13. INDEMNIFICATION

Contractor agrees to indemnify NCRTD to the extent permitted by law for the Contractors acts and omissions under this Agreement and for such other liabilities as may be incurred by the NCRTD

due to the Contractor's performance or failure to perform the services set forth in this Agreement.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the North Central Regional Transit NCRTD in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The NCRTD and its "employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

A. By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the NCRTD and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

B. In compliance with the requirements set forth in Exhibit B the Contractor acknowledges and agrees to the following:

"The DEPARTMENT and SUBGRANTEE acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the AGREEMENT, absent the express written consent by the Federal government, the Federal government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to the DEPARTMENT, SUBGRANTEE, or any other party (whether or not a party to the AGREEMENT) pertaining to any matter resulting from the AGREEMENT."

16. RECORDS AND AUDIT

A. The Contractor shall maintain, throughout the term of this Agreement and for a Contractor shall maintain throughout the term of this Agreement and for a period of six (6) years thereafter records that indicate the date, time, and nature of the services rendered. Contractor shall make available for inspection by NCRTD all records, books of account, memoranda, and other documents pertaining to NCRTD at any reasonable time upon request. These records shall be subject to inspection by the NCRTD, the Department of Finance and Administration, and the State Auditor. The NCRTD shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the NCRTD to recover

excessive illegal payments.

B. Contractor acknowledges and agrees to maintain all records for a period in excess for five (5) years from the date of the last expenditure report submitted to the Federal government under Exhibit B in order to ensure the NCRTD can comply with the requirements under that agreement.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial NCRTD.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof

shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses. Notices may also be provided by electronic transmissions such as facsimiles or e-mails. However, the burden of proof to establish that notice was received shall be on the party electing to utilize electronic transmissions of notifications. Notice under this Agreement shall be deemed given on the day personally delivered or three (3) days after deposit in the United States Mail, first class postage pre-paid, or on the date sent and received if sent by electronic mail. Notices by regular mail shall be sent to a party at the address set forth below:

North Central Regional Transit NCRTD
Executive Director
1327 N. Riverside Dr.
Española, NM 87532

Contractor

An address may be changed by notification to the other party in writing delivered as specified for notices hereunder. Unless such notice is made, a party is entitled to rely on the address stated above.

23. COMPLIANCE WITH FEDERAL RESTRICTIONS

The Contractor acknowledges and agrees that contracts such as this Agreement which are funded with, or implicate federal laws, grant requirements and restrictions are subject to state and federal requirements and compliance above and beyond the express terms set forth in this Agreement and that Contractor has made independent inquiry and satisfied itself that it may perform the work required under this Agreement while, at all times, maintaining compliance with said restrictions. Express requirements and restrictions include but are not limited to:

A. All requirements of 49 U.S.C. §5304 whether express or implied;
B. Federal Funds received by the NCRTD shall be used solely for activities described in the Scope of Work as set forth in Exhibit B.
C. Federal Funds shall only be allocated for payment of eligible costs as set forth in Exhibit B and

as detailed in the Office of Management and Budget Circulars: A-87, A-102, A-133 and Executive Order 12372.

Energy Conservation Requirements

42 U.S.C. 6321 et seq.
49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Clean Water Requirements

33 U.S.C. 1251

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Lobbying

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq*.)]
2. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Access to Records and Reports

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Sources of Authority

1. 49 USC 5325 (a)
2. 49 CFR 633.17
3. 18 CFR 18.36 (i)

Federal Changes

49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CLEAN AIR

42 U.S.C. 7401 et seq.
40 CFR 15.61
49 CFR Part 18

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

No Government Obligation to Third Parties

No Obligation by the Federal Government.

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements and Related Acts

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

49 U.S.C.Part 18

FTA Circular 4220.1E

a. **Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

b. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

   If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

c. **Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

   If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. **Waiver of Remedies for any Breach** in the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Government-Wide Debarment and Suspension (Non-procurement)

49 CFR Part 29

Executive Order 12549

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by NCRTD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to NCRTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Civil Rights Requirements

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
    a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
    b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
    c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,"

29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Breaches and Dispute Resolution

49 CFR Part 18

FTA Circular 4220.1E

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights in Data

37 CFR Part 401
49 CFR Parts 18 and 19

The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - This following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

    a. Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

    b. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

        1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

        2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

    c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

g. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.*, a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:

1. *General* - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations

and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprise (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **__ %.** A separate contract goal **[of __ % DBE participation has] [has not]** been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following **[concurrent with and accompanying sealed bid] [concurrent with and accompanying an initial proposal] [prior to award]**:

   1. The names and addresses of DBE firms that will participate in this contract;
   2. A description of the work each DBE will perform;
   3. The dollar amount of the participation of each DBE firm participating;
   4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
   5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
   6. If the contract goal is not met, evidence of good faith efforts to do so.

   [Bidders][Offerors] must present the information required above **[as a matter of responsiveness] [with initial proposals] [prior to contract award]** (see 49 CFR 26.53(3)).
   {If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **{insert agency name}.** In addition, **[the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those**

subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The contractor must promptly notify **{insert agency name}**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **{insert agency name}.**

Incorporation of Federal Transit Administration (FTA) Terms

FTA Circular 4220.1E

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NCRTD requests which would cause NCRTD to be in violation of the FTA terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CONTRACTOR

_____

By: _____

Its: _____

Date: _____

NORTH CENTRAL REGIONAL TRANSIT DISTRICT (NCRTD):

_____

Anthony Mortillaro,
Executive Director

Date: _____

Approved as to form:

_____

Peter Dwyer, Counsel

RFP #2016-003

North Central RTD and City of Santa Fe

Transit System Merger/Consolidation Analysis

SUBMITTED BY:

TMD
TRANSPORTATION MANAGEMENT & DESIGN, INC.

IN CONJUNCTION WITH:

FELSBURG HOLT & ULLEVIG

ROSEMARY ROMERO CONSULTING

TMD
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June 6, 2016

Anthony J. Mortillaro
Executive Director
North Central Regional Transit District
1327 N. Riverside Dr.
Española, NM 87532

Subject: RFP 2016-003 North Central Regional Transit District and City of Santa Fe Transit System Merger/Consolidation Analysis

Dear Mr. Mortillaro:

Transportation Management & Design, Inc. (TMD) and its teaming partners **Felsburg Holt & Ullevig (FHU)** and **Rosemary Romero Consulting (RRC)** are pleased to submit a proposal to complete a Transit System Merger/Consolidation Analysis for the North Central Regional Transit District (NCTRD) and the City of Santa Fe. As requested in the RFP, TMD is providing all required forms and certifications along with a detailed work plan, project schedule, qualifications, and references. TMD acknowledges the receipt of *Addendum #1* dated May 20, 2016.

- **TMD** specializes in transit planning and focuses on developing and implementing market and customer driven transit networks and services. In addition, TMD is one of the only firms in the country with a dedicated transit scheduling practice and staff members with real-world transit planning and operations experience. Through nearly 30 years in business, TMD has successfully performed a wide range of successful short and long range transit system plans, service evaluations, operations assessments, fare structure and pricing reviews, and scheduling projects involving bus, rail, paratransit, and ferry networks.
- **FHU** was founded in 1984 and specializes in transportation and transit planning, traffic engineering, civil engineering design, and environmental services, and public engagement. Their team of 145 professionals deliver high-quality services on a wide range of transportation projects that emphasize creative, cost-effective, and environmentally sensitive solutions. Transportation planning has been a core practice for 32 years; transit planning was established as a specialty practice nearly 15 years ago. FHU is committed to achieving the best project outcomes for communities like the City of Santa Fe, as well as their transit patrons and citizens.
- **RRC** utilizes voluntary approaches that involve direct dialogue among affected parties which enables the parties to control the process. Assisting individuals, agencies and communities in resolving disputes, making decisions and planning for the future, our tools include facilitation, mediation, public involvement, strategic planning, leadership development and training. RRC helps people directly affected make their own decisions and build positive working relationships with all other interest groups and public agencies whose help is needed to implement agreements. The agency has facilitated strategic planning of organizations, community visioning by citizens, and public involvement in formal planning by governments in order to enable groups and communities to move forward.

TMD TRANSPORTATION MANAGEMENT & DESIGN, INC.

The TMD team is comprised of a highly-qualified and experienced group professionals that will successfully lead this project for NCRTD:

- **Norman Silverman, P.E., TMD Senior Manager,** will serve as **Project Manager** and primary point-of-contact for NCRTD. Mr. Silverman has spent most of his 41-year-long career developing, optimizing, and implementing bus and rail service. He served as Director, Planning and Engineering for MTA Long Island Bus; Director, Bus Service Planning for the New York City Transit Authority; Senior Director, Route and System Planning for the New York City Transit Authority; and as Vice President, Operations Planning for the MTA Bus Company (2005-2013). **During his tenure with the New York MTA, he oversaw the successful merger of seven formerly private urban transportation companies to establish a new "MTA Bus" 1,200-vehicle system, restructuring routes and enhancing regional transit services.**
- **Russ Chisholm**, TMD President, will serve as **Project Principal**. Mr. Chisholm will oversee all technical aspects of the study, including application of best practices, quality assurance of deliverables, and technical assistance in his areas of expertise. Mr. Chisholm brings over 35 years of industry experience in developing highly productive, market-based transit systems as both a consultant and transit system manager. **Mr. Chisholm was directly involved with Santa Fe's initial feasibility study exploring the City's transit service alternatives, and assisted in the implementation of Santa Fe Trails in the early 1990s.**
- **Holly Buck, P.E., PTP (FHU)** will serve as **Task Leader** for Task 1 (Study Consensus Building and Presentations) and Task 2A (Financial Analysis). Ms. Buck is a Principal at FHU and brings 21 years of experience in multimodal transportation planning; her portfolio includes the gamut of planning efforts, from statewide and municipal plans to individual corridors. **She was the Project Manager for NCRTD's recently completed Strategic Plan and is familiar with transit service in and around Santa Fe. She also provided support for the recently completed Santa Fe MPO Transportation Plan and the Rio Metro RTD Strategic Vision Plan.**
- **Kelly Ledbetter, AICP (FHU) will support Ms. Buck with all activities associated with Task 1 and Task 2A**. Kelly has successfully aided in the completion of many municipal transportation plans. She has led the public involvement efforts for multiple municipal, state, and regional planning studies and has a passion for engaging the public and stakeholders. **Recently, she assisted with NCRTD's public engagement activities, leading groups of interested stakeholders through activities intended to understand current transportation issues, identify solutions and prioritize investments. She also provided planning support for the Rio Metro RTD Strategic Vision Plan.**
- **Rosemary Romero** will serve as **Project Advisor** throughout the study, bringing critical firsthand knowledge and understanding of the local and regional context. For nearly thirty years, Ms. Romero has been working to improve the public decision-making process, providing facilitation, strategic planning and public involvement tools for agencies and communities throughout the western United States. **Ms. Romero completed four years as an elected City of Santa Fe counselor and in that capacity served on several regional boards including the chairmanship of the North Central Regional Transit District**, Santa Fe Solid Waste Management Agency, and Santa Fe Regional Planning Authority while also serving on key City of Santa Fe committees.

TMD
TRANSPORTATION MANAGEMENT & DESIGN, INC.

Mr. Russell Chisholm, President of TMD, is authorized to represent the firm in all matters regarding this proposal. He can be contacted at 1902 Wright Place, Suite 180, Carlsbad, CA 92008, via telephone at (760) 476-9600, via fax at (760) 476-9602, or via email at rchisholm@tmdinc.net. This proposal shall remain valid for no longer than ninety (90) days from the proposal due date.

Thank you for the opportunity to propose. We look forward to further discussing our qualifications and to helping the North Central Regional Transit District and the City of Santa Fe meet their transit planning goals.

Respectfully yours,

Transportation Management & Design, Inc.

Russell Chisholm

Russell Chisholm
President

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QUALIFICATIONS AND REFERENCES

Project Team Overview

TMD

PRIME CONSULTANT

Transportation Management & Design, Inc. (TMD) is an industry-leading consulting firm serving domestic and international transit agencies since 1988. Headquartered in San Diego, California, our practice reflects a broad range of multi-modal transit industry experience in service evaluation, planning and design; capital and financial planning; operations; scheduling; and marketing and public outreach. We seek to help regional and local transit systems optimize their investments in public transportation to operate more efficiently and cost effectively, and to grow ridership in a sustainable manner. During our nearly 30 years in business, TMD has successfully managed over 100 fixed-route service planning and restructuring projects and provided related support through feasibility studies, policy development and pilot projects for systems of all sizes, geographic regions, and complexity. With the collective capabilities and experience of our team, TMD brings a thorough, efficient and transparent approach to this Transit System Merger/Consolidation Analysis that will help NCRTD and the City of Santa Fe assess and plan for a potential consolidation of services.

TMD is dedicated to ensuring positive and sustainable results for our clients by promoting responsiveness and flexibility throughout our project engagements. We approach our work with a sincere commitment to client success, drawing from our deep knowledge of best practices and portfolio of past projects to develop practical recommendations designed to yield the greatest immediate and long-term return on investment. We also welcome new ideas and opportunities that emerge from each client's unique operating environment. Our collaborative project management style enables us to effectively address clients' interests and provide timely, productive results. Following this approach, TMD has cultivated long-term relationships with many transit agencies that have chosen to continue working with us to support their project implementation and daily planning and operating needs.

Experienced Staff and State-of-the-Art Techniques

TMD's team includes approximately 20 planners, associates, managers, schedulers and support personnel in our corporate headquarters. Several of our senior staff bring first-hand knowledge and experience from operational roles within a variety of bus, rail, paratransit and specialized transit systems. Our industry expertise is leveraged by the effective tools we employ to enable rigorous data collection and analysis, including ArcGIS tools to visualize market and service conditions; AVL/Automatic Passenger Counter (APC) data to study ridership, on-time performance, operating speeds and dwell times; and custom Service Analysis software to analyze daily and time-of-day service performance at network, route, and route segment levels. We are also one of the few firms in the country with a dedicated scheduling practice proficient in both the HASTUS™ and Trapeze™ software environments.

Given the technical nature of transit planning, we recognize the importance of translating our findings and recommendations into dynamic and compelling visual messages to inform and engage stakeholders. Through our in-house communications team and project partners, we incorporate maps, photos, online media, and other creative visuals into our transit-planning processes to promote an interactive and meaningful public participation experience. Our staff is particularly adept at explaining complex transit planning concepts to non-transit audiences, having presented our work at hundreds of public forums, workshops, focus groups, Board and advisory group meetings over the years. Communicating effectively about this study will be especially critical to build consensus among multiple stakeholders for the proposed consolidation options, and promote a shared vision for public transportation in the greater North Central region. By coupling our detailed technical analysis with strong communications and stakeholder outreach, we can help NCRTD and the City cultivate broad public support for their final transit recommendations.

A Strong Track Record with a Proven Approach

As an industry leader offering a full range of transit planning, operations and scheduling support, TMD has extensive experience with the type of service and operations analyses and implementation guidance sought by NCRTD and the City. For nearly three decades, we have successfully helped a number of local and regional transit systems evaluate their networks and services and prioritize their transit investments. Much like the NCRTD Blue Bus and Santa Fe Trails, these systems sought to maximize service efficiency and effectiveness while meeting the mobility needs of riders from a large and dispersed service area.

TMD's five-step approach to producing a strategic and effective Transit System Merger/Consolidation Analysis for NCRTD and the City includes:

- Conduct a thorough, data-driven review of current operations, existing and projected ridership, and capital and financial opportunities and constraints;
- Consider a variety of potential service options and opportunities for consolidation that are most responsive to regional and local transit priorities;
- Examine the strengths, weaknesses, opportunities and threats of each option, considering all financial, operational and service implications;
- Apply a clear market, service and operating framework to provide policy guidance and support decision making by the Project Management Team and local and regional decision makers; and
- Build a shared vision of success through inclusive public outreach and meaningful collaboration with key stakeholders and the community-at-large.

The North Central region' unique mix of tourist-driven and transit-dependent ridership places specific demands on local and regional transit services that TMD is well equipped to address. Working closely with NCRTD, the City and other transit leaders through each step of this process, TMD will deliver a final consolidation assessment plan that identifies strategies for a more coordinated system and maintains high quality transit services for the greater Santa Fe region.

TMD is pleased to present Felsburg Holt & Ullevig (FHU) as a subcontractor partner to lead Task 1 activities (Study Consensus-Building and Presentations), and to support our financial analyses deliverables under Tasks 2 and 3. With over 30 years of transportation planning experience, FHU brings a collaborative and community-driven focus to their work. Through their comprehensive multi-modal transit planning engagements, FHU offers creative tools and a practical understanding of how to build consensus among local and regional entities. Its team of transit planners also provide a professional and rigorous approach to evaluating both NCRTD's and Santa Fe's financial conditions and consolidation options.

TMD has also selected Santa Fe-based Rosemary Romero Consulting as a key Project Advisor for this study. Ms. Romero has spent nearly thirty years working to improve the public decision-making process, providing facilitation, strategic planning and public involvement tools for agencies and communities throughout the western United States. As a native New Mexican and former chair of the North Central Regional Transit District, she brings critical firsthand knowledge and understanding of the local and regional context for this study.

FELSBURG HOLT & ULLEVIG

SUBCONSULTANT

Founded in 1984, **Felsburg Holt & Ullevig (FHU)** specializes in transportation and transit planning, traffic engineering, civil engineering design, and environmental services. Our team of 145 professionals deliver high-quality services on a wide range of transportation projects that emphasize creative, cost-effective, and environmentally sensitive solutions. Transportation planning has been a core practice for 32 years; transit planning was established as a specialty practice nearly 15 years ago. FHU is committed to achieving the best project outcomes for communities like the City of Santa Fe, as well as their transit patrons and citizens.

We work closely with our clients to yield meaningful results from their transit planning and evaluations, to meet the needs of the traveling public and reflect the values of the communities they support. Our holistic approach benefits efforts like this by yielding technically sound yet visionary plans that are grounded in engineering, environmental, and fiscal principles and provide practical recommendations that can move to implementation. We've helped widely varying clients with transit program evaluations, long-range transportation plans, and implementation plans including the Rio Metro Regional Transit District and North Central Regional Transit District in New Mexico. In Colorado, FHU has worked with the City and County of Denver, the Colorado Department of Transportation Division of Transit and Rail the Town of Estes Park; North Front Range Metropolitan Planning Region (NFRMPO), Colorado's Carbon Valley (Frederick/Firestone/Dacono), GOBoulder (City of Boulder), Boulder County, Mountain Metro Transit (City of Colorado Springs), the City of Greeley, the Regional Transit District (RTD), and multiple Colorado Local Coordinating Councils.

FHU is headquartered near Denver, in Centennial, CO and has additional offices in Colorado Springs, CO and in Omaha and Lincoln, NE.

Rosemary Romero Consulting

SUBCONSULTANT

Rosemary Romero Consulting (RRC) utilizes voluntary approaches that involve direct dialogue among affected parties which enables the parties to control the process. RRC assists individuals, agencies and communities in resolving disputes, making decisions and planning for the future. Our tools include facilitation, mediation, public involvement, strategic planning, leadership development and training. Most of our work is in the western United States and involves people from various cultural backgrounds. RRC's special skill is helping people remove barriers to communication, explore differences frankly and resolve them through negotiated settlements. We help the people directly affected make their own decisions and build positive working relationships with all other interest groups and public agencies whose help is needed to implement agreements. RRC has facilitated strategic planning of organizations, community visioning by citizens, and public involvement in formal planning by governments in order to enable groups and communities to move forward. We have learned that often it is more useful to ask, "What is a desired future?" Than it is to ask, "What is the problem?"

Staff Qualifications and Experience

TMD approached the project organization and staffing for this proposal with a clear understanding of NCRTD's and the City's goal to explore options to achieve a more efficient system for transit riders throughout the North Central region and Santa Fe County. As noted in Figure 1 located on page 4.1, our proposed team reflects all critical areas of expertise and experience needed to successfully deliver the Transit System Merger/Consolidation Analysis. Our staff brings deep experience with fixed-route bus service evaluation and planning, combined with a broad understanding of industry best practices from systems across the country. Most notably, TMD's proposed Project Manager has direct and recent experience leading a major restructuring effort for New York's MTA, which involved the public merger of seven formerly private transportation companies to create an efficient and effective network of bus transit integrated within the regional Metropolitan Transportation Authority services. In structuring our project team, we also carefully selected our proposed subcontractor partners based on their specific expertise and complementary skill sets, and our history of productive collaboration.

Brief resumes detailing our proposed team's specific experience with fixed-route service evaluation and restructuring, data collection and analysis, and public outreach are included in the Appendix.

Russ Chisholm

TMD

Project Principal

Mr. Chisholm will oversee all technical aspects of the study, including application of best practices, quality assurance for deliverables, and technical assistance in his areas of expertise. Mr. Chisholm brings over 35 years of industry experience in developing highly productive, market-based bus and rail transit as both a consultant and transit system manager. He spent the first part of his career in transit system management at DART (Dallas), St. Louis Metro, Connecticut Transit, Nashville MTA, and SAPTCO (Saudi Arabia), where he assumed various roles in transit service and operations planning; operations and scheduling; marketing; and customer service. Mr. Chisholm founded TMD in 1988, and has since built it into an industry leader in developing consumer-focused and operationally efficient transit systems. Having successfully directed over 100 major transit service restructuring and implementation projects throughout the United States and abroad, he brings extensive lessons and insights about what works well for systems comparable to NCRTD and Santa Fe Trails. **Mr. Chisholm was also directly involved with Santa Fe's initial feasibility study exploring the City's transit service alternatives, and assisted in the implementation of Santa Fe Trails in the early 1990s.**

Norman Silverman, P.E.

TMD

Project Principal

As Project Manager, Mr. Silverman will work closely with TMD's team and District staff to maintain effective control of each task, managing the schedule and budget and coordinating assignments among team members. One of TMD's Senior Managers, Mr. Silverman has spent most of his 41-year-long career developing, optimizing, and implementing bus and rail service in the greater New York Metropolitan region. **During his tenure with the New York MTA, he oversaw the successful merger of seven formerly private urban transportation companies to establish a new "MTA Bus" 1,200-vehicle system, restructuring routes and enhancing regional transit services.** His senior management roles have required extensive outreach to community groups, elected officials, and public agencies to assess alternative transit service and infrastructure proposals and build consensus around preferred options. With formal education and training in engineering and business management, Mr. Silverman applies his unique perspective and industry expertise to help improve service efficiency and effectiveness for a number of TMD's transit clients. Most recently, he managed a new BRT service development project in Denver, a network service design effort in New Orleans, and a schedule modernization effort for Bay Area Rapid Transit (BART) in the San Francisco Bay Area.

Zodin Del Rosario

Task Leader (Task 2 D&E, 3 D&E)

As one of TMD's Senior Planners, Mr. Del Rosario has led service restructuring and bus-rail integration projects for several of our larger clients. For this study, Mr. Del Rosario will draw from his extensive analytical experiences to perform TMD's service evaluation and service option comparison tasks. Since joining TMD in 2013, he has developed transit toolkits, feasibility studies and service plans for AC Transit and Denver's Regional Transportation District. He is currently serving as Project Manager for Los Angeles County's Strategic Bus Network Plan and for the Los Angeles Department of Transportation's system redesign project, both of which involve detailed technical analyses and strategic stakeholder outreach to prioritize future transit investments. Previously, Mr. Del Rosario facilitated transportation-planning projects for the Los Angeles County Metropolitan Transportation Authority, and also managed community outreach and multilingual public opinion surveys as a researcher with the Los Angeles Mayor's Office. He holds a Master of Public Policy degree from UCLA, with a concentration in Transportation Policy & Planning and Data Analysis.

Samantha Jeet

GIS Associate

With a Master's degree in Geographic Information Science from California State University Long Beach, Ms. Jeet brings valuable mapping and analytical skills to enhance our demographic data analysis, facility evaluation and reporting tasks. In addition to designing and streamlining market and route maps for TMD's service planning projects in Austin, Santa Cruz and Rio Vista, she helped analyze transit service in relation to underserved populations for the Los Angeles Department of Transportation. Ms. Jeet has worked closely with our transit planners, aggregating and transforming transit data into visual displays to inform network and service recommendations. In creating spatial data and maps to complement our technical work, she will enhance this study's public engagement efforts by helping stakeholders envision proposed service options and understand the impact of transit investments.

Jerry Khiev

Graphic/Web Design Specialist

Mr. Khiev is an experienced graphic/web design and marketing professional who recently joined TMD's marketing and public outreach team. His customized design work on websites and other marketing materials for print and social media facilitates the community engagement elements of our transit planning projects – most recently in Austin, Santa Cruz and Des Moines. Mr. Khiev works closely with clients to plan and design marketing strategies, deploy websites, and produce collateral materials that make our technical work more accessible to a broad cross-section of community stakeholders. For this assignment, Mr. Khiev will collaborate with our subcontractor partner, as welll as District staff, to deliver public information deliverables associated with Task 1.2.

Holly Buck, P.E., PTP

Task Leader (Task 1 & 2A)

FELSBURG HOLT & ULLEVIG

Ms. Buck is a Principal at FHU and brings 21 years of experience in multimodal transportation planning; her portfolio includes the gamut of planning efforts, from statewide and municipal plans to individual corridors. Holly is FHU's transit specialist, developing the practice area within FHU. Holly seeks systemic multimodal transportation improvements and works closely with transit agencies, DOTs, planning organizations, and individual communities to assess existing systems and to develop improved mobility solutions. She has served as Principal in Charge, Project Manager, or Lead Planner on a wide array of transit center, transit on-call, and master transit planning projects in Colorado, Utah, and New Mexico. **She was the Project Manager for NCRTD's recently completed Strategic Plan and is familiar with transit service in and around Santa Fe. She also provided support for the recently completed Santa Fe MPO Transportation Plan and the Rio Metro RTD Strategic Vision Plan.** Holly is a member of the Colorado Association of State Transit Agencies (CASTA) and served on the Transit Alliance Board of Directors from 2010-2014.

Kelly Ledbetter, AICP

Task Support (Tasks 1 & 2A)

FELSBURG HOLT & ULLEVIG

Ms. Leadbetter is a transportation planner with more than five years of municipal, county, state, and federal multimodal transportation planning experience. Kelly has successfully aided in the completion of many municipal transportation plans. She has led the public involvement efforts for multiple municipal, state, and planning region studies and has a passion for engaging the public and stakeholders. Most recently, Kelly served as the Public Involvement Lead for the US 85 Planning and Environmental Linkage Study for the Colorado Department of Transportation and the Timnath Transportation Plan for the Town of Timnath, CO. As Public Involvement Lead, she was responsible for communication and outreach to communities, stakeholder agencies, and elected officials via public open houses, public surveys, and working group/committee participation. **She assisted with NCRTD's public engagement activities, leading groups of interested stakeholders through activities intended to understand current transportation issues, identify solutions and prioritize investments. She also provided planning support for the Rio Metro RTD Strategic Vision Plan.**

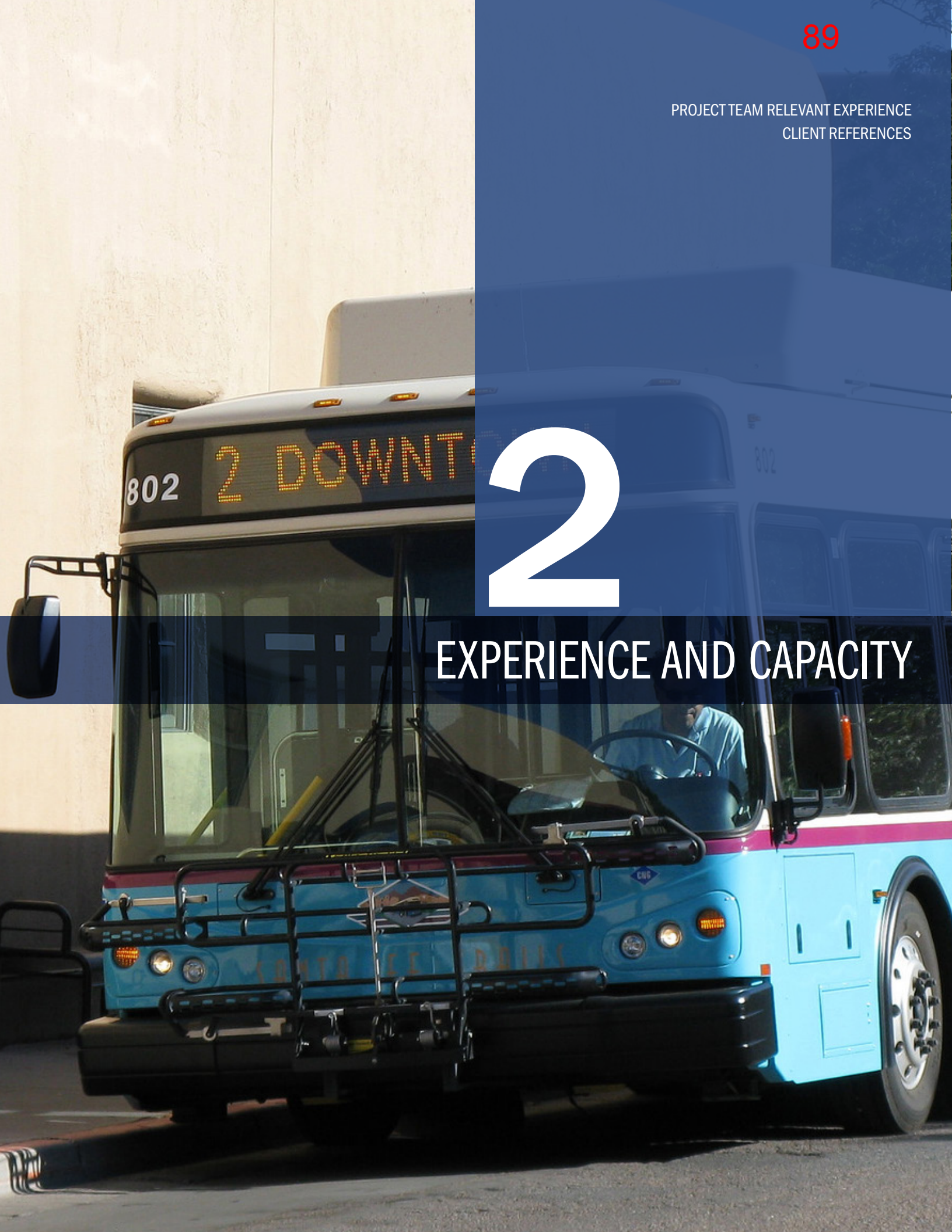
Rosemary Romero

Project Advisor

ROSEMARY ROMERO CONSULTING

For the past three decades, Ms. Romero has designed and facilitated numerous public involvement projects, assessed the potential for neutral conflict resolution services in diverse cases, consulted with public and private organizations on the use of alternative dispute resolution techniques, trained hundreds of persons in negotiation and mediation and public involvement skills and promoted the use of mediation and facilitation in the environmental field and other public policy arenas that affect communities. She has facilitated controversial issues with various federal, state, local governments and nonprofit organizations and lead strategic planning efforts for numerous entities. As a native New Mexican, she brings a heightened awareness of cross-cultural issues in the resolution of disputes. She is the former President of Western Network, a non-profit organization that developed an extensive practice centered on conflict resolution specific to natural resource issues such as water planning and land use planning. **Ms. Romero completed four years as an elected City of Santa Fe Councelor and in that capacity served on several regional boards including the chairmanship of the North Central Regional Transit District, Santa Fe Solid Waste Management Agency, and Santa Fe Regional Planning Authority while also serving on key City of Santa Fe committees.** Ms. Romero has also served in other national leadership roles including Past President and current member of the Association for Conflict Resolution (ACR) the largest ADR membership organization in the United States.

PROJECT TEAM RELEVANT EXPERIENCE
CLIENT REFERENCES



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EXPERIENCE AND CAPACITY

Experience and Capacity

For nearly three decades, TMD has successfully helped local and regional transit systems evaluate their networks and services and prioritize their transit investments. Much like NCRTD and Santa Fe Trails, these systems sought to balance their service efficiency and effectiveness goals with the diverse mobility needs of their daily riders. With a broad portfolio of past work to draw from, TMD brings knowledge of best practices and key lessons from peer systems to inform this consolidation study. We have helped develop and implement a number of innovative transit delivery services including arterial Bus Rapid Transit (BRT), headway-based service operation, flexible routes (smart shuttles), trip-based service routes (seniors, schools), and efficient multi-tiered timed transfer networks. With a strong focus on service optimization and effectiveness, our team seeks to fit the right service option to the local and regional transit market and operating environment.

To demonstrate how well we believe our qualifications meet the requirements of NCRTD's proposed Transit System Merger/Consolidation Analysis, we have included the following recent examples of our relevant work experience. Each of these projects illustrates successful past work comparable to the District's scope of work, and our proposed Project Principal, Russ Chisholm, has been involved in all of them. We measure the success of our past projects based on achievement of the goals and objectives mutually determined by our clients and their key stakeholders.

While Transit Service Plans are unique to each agency, our experience and industry best practices indicate that the most successful plans achieve the following:

- Increased ridership and operating revenue;
- Improved service efficiency (using vehicle and labor resources to better advantage) and effectiveness (increased productivity – generating more ridership per service unit);
- Measurable cost savings that can be reallocated as additional services or used to reduce the overall budget;
- Stronger public transit advocacy through a transparent process that demonstrates community collaboration, service that responds to community needs, and good financial stewardship; and
- Streamlined organizational policies and practices (reduced overhead support).

In 2004, the MTA and New York City reached agreement on a major transit restructuring plan to address deteriorating service and changing transportation demands. **Under the leadership of TMD's proposed Project Manager for this study, Norm Silverman, the MTA assumed operation of seven former private bus companies – one of the largest such mergers by a public agency in North America.** The transition occurred over a two-year period, as Mr. Silverman addressed fleet management, payroll and accounting system conversion, fare adjustments, and facilities and environmental upgrades. In 2007, MTA Bus received an FTA award for its success in enhancing ridership after reporting an 11% increase in ridership. Other successful outcomes from this merger included improved schedules and streamlined internal and external reporting.

In 2012, TMD collaborated with the City of Anaheim on a transit restructuring study of the Anaheim Resort Transit System (ART), which annually connects over 9 million residents, visitors and employees with theme parks, sports venues and other local destinations. The goal of the study was to develop coordinated, efficient, effective and sustainable transit services aligned with proposed streetcar services and anticipated High Speed Rail service, utilizing ART's new regional transportation facility. TMD evaluated current and future markets for service, and analyzed the performance of the existing service network in relationship to future development of area transportation services. Our team also reviewed ATN's organizational funding and governance structure

and developed phased service recommendations, reconfiguring the network to serve an expanding market while coordinating with the proposed developments. Stakeholder interviews, public outreach and collaboration with ATN leadership informed TMD's development of a ten-year operating and capital plan that has guided ART services amidst continued growth, employment and development plans throughout the region.

In 1998, public officials in the Cities of Los Angeles, Glendale, Burbank, and other Valley municipalities were struggling with increased traffic congestion on their freeways and insufficient bus service for their transit-dependent populations. Working through an Interim Joint Powers Agency, they requested TMD's help in preparing an application to the Los Angeles County Metropolitan Transportation Authority (MTA) to consider establishing a San Fernando Valley Transportation Zone to provide more cost-effective service. TMD developed an operations and financial plan that included transit service and fare modifications, transfer of staff, resolution of collective bargaining issues, capital equipment and facility acquisition and maintenance, organization development, administrative support, and financial impacts. Although MTA eventually chose an alternative divestiture plan, TMD's findings helped inform a productive and data-driven public dialogue about proposed solutions to the Valley's transportation challenges. Recently, the MTA announced the details of a proposed sales-tax measure this fall that would fund a network of commuter rail and bus rapid transit projects to address mobility needs throughout the region – a development celebrated by many Valley public officials and transit leaders.

As the service design and transit operations subcontractor on Santa Fe's original transit feasibility study, TMD has firsthand knowledge and understanding of the City's public transportation needs and opportunities. With a goal of developing an effective and viable transit system for Santa Fe's present and future mobility needs, TMD conducted fieldwork, reviewed peer systems, analyzed demographic and travel patterns, and solicited public input to produce a series of fixed-route options. After evaluating the coverage, market attractiveness, equity, privatization feasibility, and estimated ridership and financial impacts of the service alternatives, TMD provided extensive technical support for the final design and implementation of Santa Fe Trails in 1994. This work included route and schedule development, vehicle blocking and operator runcuts, transit center facility development, bus stop and passenger shelter locations, and operating policies. Since its successful implementation, Santa Fe Trails became the first all Compressed Natural Gas fleet in the United States, and has experienced steady ridership growth each year.

TMD believes we can build on our strong track record of successful service planning and restructuring efforts to produce an effective Transit System Merger/Consolidation Analysis that advances the District's and City's transit goals and reflects broad community input. We recognize that this effort represents a critical opportunity for transit leaders to assess the current performance and operations of these two systems in order to make an informed decision about a potential merger. With NCRTD's ridership growth over the past several years and the region's interest in enhancing mobility most efficiently, the District and the City need sound analysis and meaningful public dialogue to identify and assess all possible options. We understand that a broad cross-section of local stakeholders must be engaged to build consensus around any proposed recommendations. TMD would welcome the opportunity to work with NCRTD, the City and other transit leaders to deliver a strategic and achievable Consolidation Assessment Plan that improves efficiency and enhances the public transit experience for daily riders throughout the region.

New York MTA Multi-Agency Consolidation

CLIENT CONTACT:
Thomas Del Sorbo (Ret.)
Executive Vice President
Finance & Administration
MTA Bus Company
38 Woodland Ave.
Syosset, NY 11797
(516) 606-5122
aka12861@yahoo.com

PROJECT MANAGER:
Norman Silverman

Commencing in 2005 as the Sr. Director of Operations Planning and subsequently, the Vice President of Operations Planning for a new public benefit agency of the New York Metropolitan Transportation Authority (MTA) entitled the MTA Bus Company, Mr. Silverman was a senior member of the management team that transformed seven former private bus companies into a new consolidated public agency. This was an extremely large and complicated undertaking involving more than 1200 buses; 8 geographically separate operating divisions with differing ownership status; and three labor unions, each with separate and differing contracts and work/pay rules, operating more than 80 fixed routes.

Mr. Silverman's key role was to establish an Operations Planning function and associated staffing for this consolidated company during the very complicated transition from individualized private ownership to unified public ownership and operation. He was also essential in consolidating and establishing consistent service policy, service design, and scheduling design within the new unified organization. Key among this was to establish a routinized effort to improve service delivery in dealing with new and changing transportation needs, long deferred by the former private operators, while improving effectiveness and efficiency. In addition he established external reporting procedures for this new consolidated organization as required by law to local, state, and federal governments. This included NTD Reporting and Title VI conformance reporting.

The results of these efforts were a significant improvement in service that resulted in a large ridership growth which was acknowledged by MTA Bus receiving an FTA award for the greatest large urban system ridership increase between 2007 and 2008. In addition, efficiency was improved as evidenced by a reduction in the overall bus fleet from an original 1200+ to less than 1100. Subsequently ridership has continued to grow as the travel market evolved in response to a continued routinized service adjustment effort.

In addition Mr. Silverman was a key participant in labor negotiations among the seven formerly separate companies, each with differing contracts, to achieve more uniform, and effective contractual and operating provisions.

Anaheim Resort Transit Restructuring

CLIENT CONTACT:
Diana Kotler
Executive Director
Anaheim Transportation Network
1280 South Anaheim Blvd.
Anaheim, CA 92805
(714) 563-5287
Dkotler@atnetowrk.org

PROJECT PRINCIPAL:
Russell Chisholm

TMD under took and completed the Anaheim Resort Transit Restructuring Study in 2012. The Anaheim Transportation Network (ATN),) is a local non-profit transportation management association and a service provider of the Anaheim Resort Transit System (ART). The Anaheim Resort attracts nearly 20 million annual visitors to major activity centers including Disneyland theme park, Disney's California Adventure theme park, Angel stadium, the Honda Center, the Anaheim Convention Center, and the Platinum Triangle. The purpose of the study, undertaken in cooperation and coordination with the City of Anaheim, was to provide strategically developed and financially feasible phased service implementation plans to deliver cohesive, efficient effective and sustainable transit services in conjunction with the proposed implementation of the Anaheim Resort Connection (ARC) fixed guideway (street car) service, future implementation of High Speed Rail (HSR) service and utilization of the Anaheim Regional Transportation Intermodal Center (ARTIC).

In the course of the study, TMD evaluated the current and future market for service, the performance of the current service network and its relationship to future development of area transportation services (Orange County Transportation Authority, and the proposed ARC). The TMD team also reviewed ATN's organizational funding and governance structure and developed a proposed phased service plan that reconfigured the existing network to serve the expanding market while integrating well with the proposed ARC and ARTIC developments. Stakeholder interviews, a public outreach effort and close interaction with the ATN Executive Director and Board of Directors contributed to the development of ten year operating and capital plan that identified the types and levels of services to be operated as the ARTIC and ARC were developed and implemented. Implementation of the ten-year plan began in 2013, and as result ridership has grown 16 percent.

LADOT

San Fernando Valley Transportation Zone

CLIENT CONTACT:
Phil Aker
Head of Transit Development
City of Los Angeles
Department of Transportation
Bureau of Transit Services
100 S. Main St., 10th Floor
Los Angeles, CA 90012
(213) 928-9779

PROJECT MANAGER:
Russell Chisholm

TMD provided lead technical support to the Interim Joint Powers Agency that included the Cities of Los Angeles, Glendale, Burbank, and other Valley cities and Los Angeles County who sought to develop an application to the Los Angeles County Metropolitan Transportation Authority (MTA) for a San Fernando Valley Transportation Zone - effectively a new separate transit system. TMD prepared a detailed operations and financial plan that included transit service and fare modifications, transfer of staff, resolution of collective bargaining issues, capital equipment and facility acquisition and maintenance, organization development, administrative support, and financial impacts.

Based on many of the Zone application findings, MTA chose to initiate an alternative divestiture plan that led to the creation of five autonomous Service Sectors including one for the San Fernando Valley.

SANTA FE TRAILS

CLIENT CONTACT:
David Armijo
Director (former)
Santa Fe Trails Transit
City of Santa Fe
Santa Fe, NM 87504

PROJECT MANAGER:
Russ Chisholm

Santa Fe Trails Feasibility Study and Implementation Support

TMD has undertaken two projects for the City of Santa Fe: the first was to study the feasibility of the then-future transit system and the second was to assist in the operational and organizational implementation of Santa Fe Trails.

Feasibility Study: TMD designed the transit service and operations programs for a transit feasibility study for the City of Santa Fe. The City was seeking to determine what type of transit system was appropriate and viable for its present and future needs, and to develop an implementation plan for the selected system. TMD was responsible for developing both a series of fixed-route alternatives and the implementation plan for the selected alternative. The fixed-route alternatives were developed using a combination of fieldwork, the experience of transit systems in similar cities, and the results of analysis of local demographic and growth trends, potential transit use, local land use, trip generation, the street network, travel patterns, and input for community stakeholders and the general public. The alternatives were evaluated based on relative area and arterial coverage, market attractiveness, equity, privatization feasibility, and estimated ridership, revenue, cost, and subsidy.

Implementation of Santa Fe Trails Transit: TMD provided extensive technical support for the final design and implementation of Santa Fe's transit system. TMD work included route and schedule development, vehicle blocking and operator runcuts, transit center facility development, bus stop and passenger shelter locations, and operating department organization and policies. The service was successfully implemented with ridership greatly outperforming expectations. TMD continued to provide ongoing technical support until the new system was fully staffed.

FHU Relevant Project Experience

North Central RTD: NCRTD Long Range Transit Plan

Holly Buck was the Project Manager who oversaw the development of the Long Range Strategic Transit Plan for this four-county area in northern New Mexico. FHU worked collaboratively with the 15-member agency and their respective communities to develop a long-range plan that addressed future population and demographic changes and met the transportation needs of Santa Fe, Taos, Rio Arriba, and Los Alamos Counties. The project also included coordination with the Santa Fe MPO, eight northern New Mexico Pueblos, and the Rio Metro Regional Transit District in Albuquerque. Development of the strategic plan included an assessment of the organizations strengths and opportunities. It developed a vision and supporting goals, strategies and performance measures to achieve the vision. Planning level costs were developed for each strategy and strategies were categorized as high, medium, or low priorities. The plan resulted in an easy-to-use and reference document to guide the NCRTD's transit investment over the next 20 years.

Reference: Anthony Mortillaro, Executive Director, North Central Regional Transit District, 1327 N Riverside Dr, Espanola, NM 87532; 866-206-0754; anthonym@ncrtd.org

KEY PERSONNEL:

- Holly Buck, PE, PTP
  Principal-in-Charge/Project Manager
- Kelly Leadbetter, AICP
  Transportation Planner

Mountain Metropolitan Transit: Metro Rides Strategic Plan

FHU conducted the financial analysis for the Metro Rides Strategic Plan which evaluated vanpool expansion scenarios for the City of Colorado Springs. The Plan evaluated three scenarios that varied from status quo to robust growth. The financial analysis considered ridership fees, the cost of fuel, vehicle maintenance, insurance, staffing, and salaries as well as various funding mechanisms and the limitations associated with them. Anticipated capital revenues were compared to projected capital expenditures for each scenario to identify when funds would need to be set aside for vehicle replacements. Anticipated operating and administrative revenues were compared to projected expenditures to illustrate how adding staff and vehicles to the fleet would impact the bottom line. Based on the analysis, the City chose a moderate expansion program that would increase the number of vanpools from 42 to 70 and the number of trips 140 percent over the next five years.

Reference: Craig Blewitt, Director, Mountain Metropolitan Transit, 1015 Transit Dr, Colorado Springs, CO 80903; 719-385-7433; cblewitt@springsgov.com

KEY PERSONNEL:

- Holly Buck, PE, PTP
  Principal-in-Charge/Project Manager

Santa Fe Metropolitan Planning Organization: SFMPO 2040 Metropolitan Transportation Plan

FHU was hired by the Santa Fe Metropolitan Planning Organization (MPO) to assist in the development of their 2040 Metropolitan Transportation Plan. The plan was the first in the region to be performance-based. FHU facilitated a process of identifying transportation performance measures that enable the MPO to track progress toward meeting their vision and goals, which emphasize the creation of a more balanced transportation system that provides travel choices. Building on the goals and system-level performance measures, FHU structured a project prioritization process that allowed for a transparent comparison of multimodal projects (including bike, pedestrian, transit, and roadway), allowing the MPO's Transportation Policy Board to make informed decisions about transportation investments. An important aspect of the project's success was the design of a reader-friendly document and visually appealing and concise executive summary. The MTP was adopted unanimously with strong support from the MPO staff and Technical Coordinating Committee.

Reference: Erick Aune, Transportation Planner, Santa Fe MPO, Housing and Urban Development Dept., Rail District Offices-City of Santa Fe, PO Box 909, Santa Fe, NM 84501-0909; 505-655-6664, ejaune@ci.santa-fe.nm.us

KEY PERSONNEL:

- Holly Buck, PE, PTP
  Principal-in-Charge

RRC Relevant Project Experience

Collaborative Forest Restoration Program

Facilitation of CFRP Technical Panel; organization and facilitation of annual workshop; facilitation of monitoring subcommittee

Walter Dunn, Program Manager, US Forest Service Region 3, (505) 842-3425

Regional Water Planning Program Statewide Meeting Facillitation

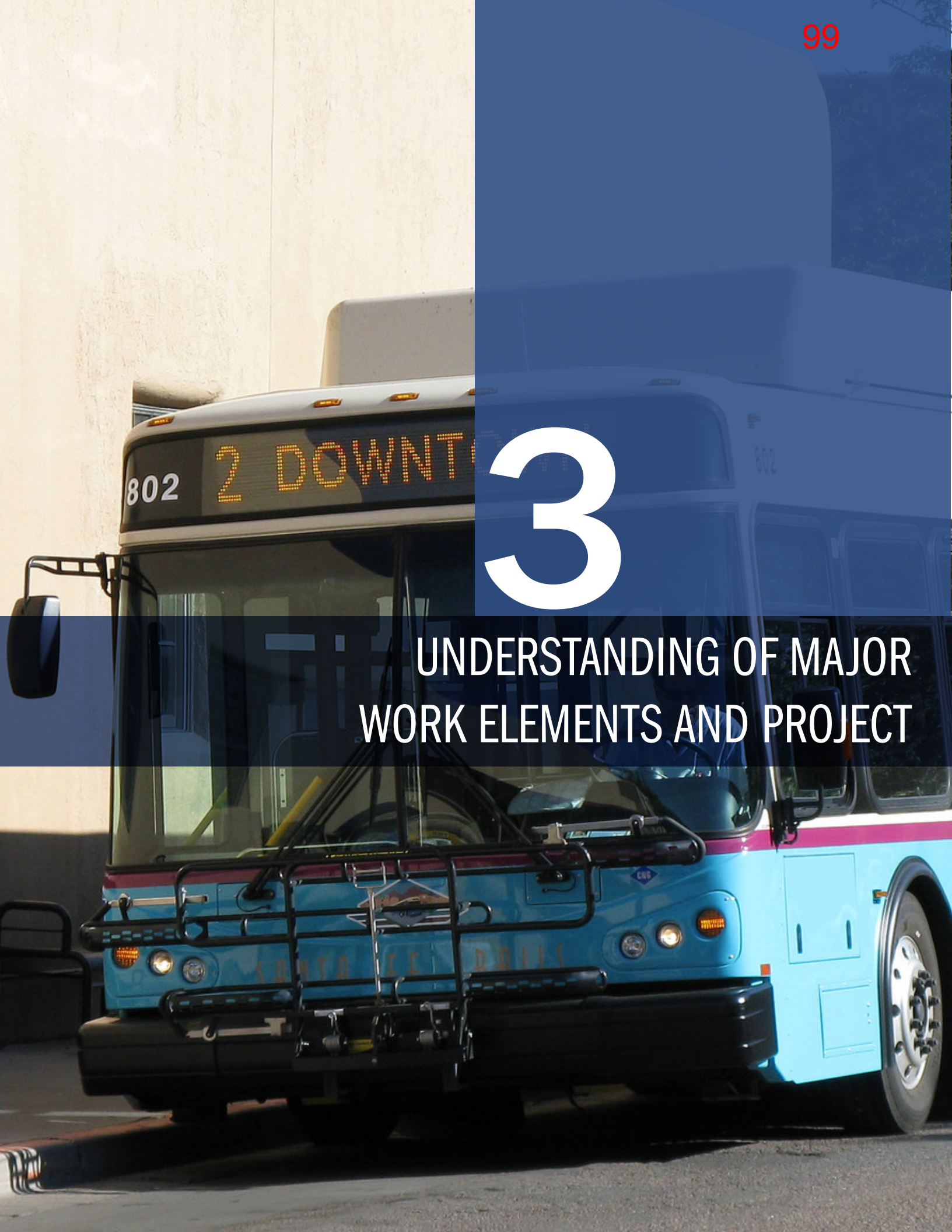
Public Involvement; facilitation for Regional Water Planning program; statewide meetings.

Angela Bordegaray, Interstate Stream Commission, (505) 827-6167

Cibola Forest Plan Revision

Public Involvement; facilitation for Cibola Forest Plan Revision

Kathleen Bond, Resource Decision Making, (970) 596-4773



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UNDERSTANDING OF MAJOR WORK ELEMENTS AND PROJECT

Project Understanding

Transportation Management & Design, Inc. (TMD) with support from sub-consultants Felsburg, Holt & Ullevig (FHU) and independent consultant Rosemary Romero propose to undertake the requested study as detailed in the subject Request for Proposal (RFP). Based upon our review of the RFP we understand the desire of North Central Regional Transit District (NCRTD) and the City of Santa Fe to consider options to consolidate the current transit operations within the City of Santa Fe (known as Santa Fe Trails) into the geographically larger, regional entity NCRTD. NCRTD has regional authority to operate transit service in the north central area of New Mexico within the following counties: Santa Fe, Los Alamos, Taos, Rio Arriba, and tribal governments included within these regions. The local transit service within the City of Santa Fe has not been incorporated into a regional structure and is currently operating as an independent local transit service provider similar to other municipal transit systems that have over the past eight years been incorporated into the NCRTD system. It is the goal of this study to consider options for incorporating Santa Fe Trails into the larger regional entity with the goal of achieving a more effective, efficient, and passenger-friendly service.

The approaching sunset of the Gross Receipts Tax (GRT) in 2023 will also have a significant impact on the future of transit service in the region and is a driving force behind the need for a long-range service plan. In November 2008, the public approved a 1/8 of 1 percent tax in all four counties in the service area to fund regional transit service. The uncertain future of this funding stream requires a strong long-range plan moving forward and has serious implications for the outcome of the analysis undertaken in this study.

There are many issues to be considered in such an undertaking. Initially the consultant team proposes to document and quantify all aspects of the current two independent transit systems. These aspects will include financial, labor, service, legal, and political factors. Simultaneously the team will conduct initial outreach meetings with NCRTD, the City of Santa Fe, elected officials, and community groups, to assess the situation and understand the perspectives of the candidate consolidation issue.

Upon achieving a full understanding of the existing situation and a consensus of the potential consolidation goals, the consultant team will consider options for consolidation. This consideration of options will include an assessment of all of the attributes above; both opportunities and constraints. The TMD team has experience in such service consolidations in other areas enhanced by the localized knowledge provided by the sub-consultants. A list of candidate consolidation options and the associated assessment of each will then be prepared for submission to NCRTD and the City of Santa Fe for review. This review will include a comparison to the Baseline option of not consolidating service. Upon review, this will then be shared as part of a secondary regional outreach effort.

The consultant team will further consider all of the input from NCRTD, the City of Santa Fe, and the outreach effort to finalize consolidation options, if recommended. Included in this recommended option will be a detailed explanation of the recommended consolidation plan and a "road map" for its implementation.

This plan will include:

- A calendar of action items and detailed business plan to achieve implementation within a client proscribed time frame;
- Changes to the Collective Bargaining Agreements needed or desired to achieve or enhance implementation;
- Funding strategies and changes associated with the recommended plan;
- Associated organizational changes;
- Any legal or jurisdictional changes required; and

- Projection of operational and capital budget impacts with the recommended consolidation with projections for future impacts.

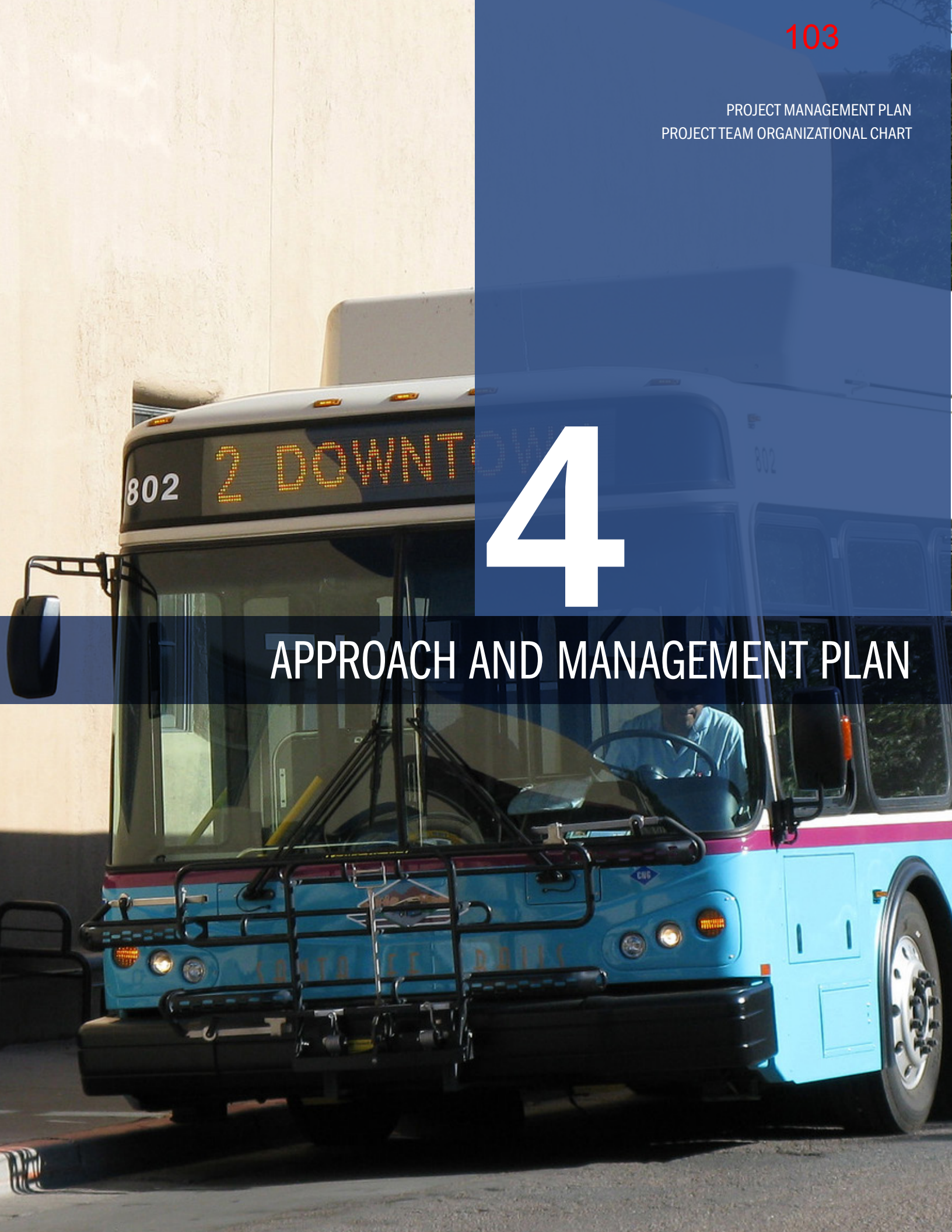
Finally, the TMD team will leverage the work of previously completed studies to ensure this plan is consistent with other adopted location, regional, and state plans.

The TMD team will review the following documents, as well as other documents deemed relevant by NCRTD and the City of Santa Fe:

- NCRTD Transit Service Plan
- NCRTD Long Range Strategic Plan (completed by FHU)
- Santa Fe Metropolitan Public Transit Master Plan (completed by FHU)
- State of New Mexico's Statewide Long Range Multimodal Transportation Plan

Section 6 of this proposal details TMD's proposed scope of work and approach for completing this analysis for NCRTD.

PROJECT MANAGEMENT PLAN
PROJECT TEAM ORGANIZATIONAL CHART



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APPROACH AND MANAGEMENT PLAN

Approach and Management Plan

With over 100 successfully completed transit planning projects in our portfolio, TMD fully understands the communication, collaboration and coordination required to accomplish the analytical tasks, public outreach and consensus building efforts for this study. Our proposed project management approach is based on TMD's nearly 30 years of experience directing service planning and restructuring efforts for systems of all sizes, modes, and complexity. As requested in the RFP, Figure 1 shows the proposed relationships among all key parties involved in the successful management and delivery of this study. If selected, our team remains open to feedback and specific requests from the project team regarding our suggested processes. We would welcome the opportunity to clarify goals, tasks, schedules, communication protocols and related issues to ensure an efficient and productive engagement.

NCRTD/City of Santa Fe
PROJECT MANAGER
TMD Project Manager
NORMAN SILVERMAN, P.E.
TASK 1: STUDY CONSENSUS-BUILDING AND PRESENTATIONS
TASK LEADER: HOLLY BUCK (FHU)
SUPPORT STAFF: KELLY LEDBETTER (FHU) ROSEMARY ROMERO (RRC) NORMAN SILVERMAN ZODIN DEL ROSARIO JERRY KHIEV
TASK 2: EVALUATION OF CURRENT OPERATIONS
TASK LEADER: NORMAN SILVERMAN
SUPPORT STAFF: ZODIN DEL ROSARIO SAMANTHA JEET TMD PLANNERS HOLLY BUCK (FHU) KELLY LEDBETTER (FHU)
TASK 2A: FINANCIAL ANALYSIS
TASK LEADER: HOLLY BUCK (FHU)
SUPPORT STAFF: KELLY LEDBETTER (FHU) NORMAN SILVERMAN
TASK 2B: PHYSICAL ASSET ANALYSIS
TASK LEADER: NORMAN SILVERMAN
SUPPORT STAFF: TMD PLANNERS
TASK 2C: LABOR FORCE ANALYSIS
TASK LEADER: NORMAN SILVERMAN
SUPPORT STAFF: ZODIN DEL ROSARIO SAMANTHA JEET TMD PLANNERS
TASK 2D: SERVICE EVALUATION
TASK LEADER: ZODIN DEL ROSARIO
SUPPORT STAFF: NORMAN SILVERMAN SAMANTHA JEET TMD PLANNERS
TASK 2E: PARATRANSIT, DIAL-A-RIDE, AND DEMAND RESPONSE SYSTEMS EVALUATION
TASK LEADER: ZODIN DEL ROSARIO
SUPPORT STAFF: NORMAN SILVERMAN SAMANTHA JEET TMD PLANNERS
TASK 3: DEVELOPMENT & EVALUATION OF PROPOSED CONSOLIDATION OPTIONS
TASK LEADER: NORMAN SILVERMAN
SUPPORT STAFF: RUSS CHISHOLM ZODIN DEL ROSARIO TMD PLANNERS SAMANTHA JEET HOLLY BUCK (FHU) KELLY LEDBETTER (FHU)
TASK 3A: FINANCIAL COMPARISON
TASK LEADER: NORMAN SILVERMAN
SUPPORT STAFF: RUSS CHISHOLM ZODIN DEL ROSAIRO SAMANTHA JEET TMD PLANNERS HOLLY BUCK (FHU) KELLY LEDBETTER (FHU)
TASK 3B: PHYSICAL ASSET COMPARISON
TASK LEADER: NORMAN SILVERMAN
SUPPORT STAFF: RUSS CHISHOLM TMD PLANNERS
TASK 3C: LABOR FORCE COMPARISON
TASK LEADER: NORMAN SILVERMAN
SUPPORT STAFF: RUSS CHISHOLM TMD PLANNERS
TASK 3D: SERVICE COMPARISON
TASK LEADER: ZODIN DEL ROSARIO
SUPPORT STAFF: NORMAN SILVERMAN RUSS CHISHOLM SAMANTHA JEET TMD PLANNERS
TASK 3E: SUMMARY REPORT OF COMPARISONS
TASK LEADER: ZODIN DEL ROSARIO
SUPPORT STAFF: NORMAN SILVERMAN SAMANTHA JEET TMD PLANNERS
TASK 4: SUMMARY REPORT OF COMPARISONS
TASK LEADER: NORMAN SILVERMAN
SUPPORT STAFF: RUSS CHISHOLM ZODIN DEL ROSARIO JERRY KHIEV TMD PLANNERS
TASK 4A: PROJECT MANAGEMENT TEAM SUPPORT
TASK LEADER: NORMAN SILVERMAN
SUPPORT STAFF: RUSS CHISHOLM ZODIN DEL ROSARIO
TASK 4B: FINAL CONSOLIDATION ASSESSMENT PLAN
TASK LEADER: NORMAN SILVERMAN
SUPPORT STAFF: RUSS CHISHOLM ZODIN DEL ROSARIO JERRY KHIEV TMD PLANNERS

Figure 1: Project Team Organizational Chart

Management Objectives

TMD is dedicated to ensuring positive and sustainable outcomes for our clients by promoting a transparent and collaborative working relationship.

We approach this work with a sincere commitment to the following objectives:

- To ensure a successful outcome for NCRTD and the City of Santa Fe in terms of stakeholder engagement, effective deliverables, and budget and schedule adherence through a professional, business management structure;
- To provide timely project information and maintain open communications and trust with District and City staff through a collegial working relationship;
- To anticipate and identify potential problems early and devise solutions as quickly as possible; and
- To provide continuous opportunities for District and City staff review, input, and guidance to ensure that work products and results meet or exceed goals and expectations.

Management Team

Our Project Principal and primary point of contact will be TMD's President and Founder, Russ Chisholm, who will be responsible for ensuring the overall quality and timeliness of deliverables submitted under this contract. Mr. Chisholm will supervise and support the Project Manager, offer technical assistance in his areas of expertise, and ensure that NCRTD and the City have timely access to all knowledge and tools within our team. Our Project Manager, Norm Silverman, will be responsible for the day-to-day management of this contract and team assignments. Mr. Silverman will work closely with District staff and the project team on all aspects of the technical work, including managing task leaders, coordinating efforts among our subcontractors, monitoring schedules and budgets, and ensuring the timely completion of all deliverables. This approach ensures clear management control of tasks and overall work effort, and allows flexibility and responsiveness through the assignment of staff with direct responsibility for specific tasks. TMD's Controller, Nancy Lanum, will support our team with all necessary contract management, billing, reporting, and related administrative activities. She also provides project management support including subcontractor coordination, budgeting and performance monitoring.

Project Controls

With an extensive scope of work and the responsibility of crafting a viable and constructive solution for both NCRTD and the City, TMD recognizes the importance of maintaining strong management controls to ensure our work is monitored closely and completed in a timely fashion. We have decades of experience serving as both a Prime and subcontractor, and as a result have developed a proven set of administrative and communication protocols to facilitate project management. To ensure that the project team is fully apprised of the status of our work at any given time, we propose the following reporting protocols for this contract. Communication will include frequent, informal reviews of work in progress with project staff where appropriate – weekly client phone check-ins are a standard operating procedure at TMD. In addition, any member of our team can be available for direct communication as desired.

INFORMATION	FREQUENCY	TYPE
Progress Reports: ■ Work completed/remaining by task ■ Budget and schedule status ■ Next steps	Monthly	Written (to be included with monthly invoices) or in person
Project Check-ins: ■ Task updates/clarifications ■ Potential hurdles/solutions ■ Next steps	Weekly	Phone call or in person
Informal Check-Ins: ■ Task or sub-task clarifications ■ Developments affecting project scope, budget or schedule	As-Needed	Phone call or in person
Meetings and Presentations: ■ Project Manager and Project Team ■ NCRTD Board and City Council ■ Key internal/external stakeholders ■ Community-at-large	As-Needed	In person

Table 1: TMD Reporting Protocols

TMD's team brings valuable industry expertise, project management experience, and proven tools to deliver an effective Transit System Merger/Consolidation Analysis for NCRTD and the City. Our collaborative approach ensures regular communication with our subcontractors and the project team to monitor adherence to goals, budgets and schedules. We would welcome the opportunity to work with the District and the City to achieve their shared goal of providing efficient, high-quality transportation services for the greater North Central region.

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PROJECT STAFFING PLAN
TOTAL HOURS (DETAILED BY POSITION)
CURRENT AND ANTICIPATED WORKLOAD AND CAPACITY

5

STAFFING PLAN

Staffing Plan

The TMD team brings deep experience with fixed-route bus, rail and paratransit evaluation and planning, combined with a broad understanding of industry best practices from systems across the country. In structuring our project team, we carefully selected our proposed subcontractor based on their specific expertise and complementary skill sets, and our history of productive collaboration.

Table 2 summarizes our proposed key personnel for this project, including their current commitments and availability for NCRTD's Transit System Merger/Consolidation Analysis. We are confident that our proposal includes adequate labor hours for each team member, as indicated in Table 2 (detailed by position).

In establishing a team to respond to the requirements of this project, we considered the following critical success factors:

- **No "Surprises."** TMD's Project Manager, Norman Silverman, will report directly to NCRTD's project manager. To ensure that NCRTD is fully apprised of the status of all project task work at any time, communication will include frequent informal reviews and discussions of work in progress with staff where appropriate – weekly client check-ins are a standard operating procedure at TMD.
- **Clear Lines of Authority.** Mr. Silverman and other key project team members will maintain effective control of each task, managing the schedule and budget and coordinating assignments. Our team structure ensures clear management control of overall work effort, but allows flexibility and responsiveness by designating task leaders with direct responsibility for specific scope elements.
- **Single Point of Contact.** TMD's primary point of contact for NCRTD will be Norman Silverman, who will work closely with the NCRTD's Project Manager and assume all project administration and management responsibilities as defined in the RFP. Mr. Chisholm and other team members are available for direct communications as needed. This successful approach will facilitate open communication between NCRTD and TMD at all times.

KEY PERSONNEL	CURRENT PROJECT COMMITMENTS	PERCENT AVAILABLE	PROJECT HOURS
Russ Chisholm Project Principal	■ Capital Metro TDP ■ VIA Metro COA ■ Arlington COA	30%	14
Norman Silverman Project Manager	■ Denver RTD North Metro Corridor	40%	238
Zodin Del Rosario Task Leader	■ LA Metro Wilshire BRT ■ Denver RTD North Metro Corridor	50%	128
Jerry Khiev Graphic/Web Design Specialist	■ Capital Metro TDP ■ Des Moines 2035 Plan Update	45%	52
Samantha Jeet GIS Associate	■ Capital Metro TDP ■ San Diego MTS Facility Location Analysis ■ VIA Metro COA	50%	24
Holly Buck Task Leader (Task 1 & 2A)	■ Greeley 5-10 Year Plan ■ Speer/Leetsdale Mobility Study ■ SH-7 BRT Study	40%	92
Kelly Ledbetter Task Support (Task 1 & 2A)	■ U.S. 85 Planning & Environmental Linkage Study ■ Lincoln MPO Long-Range Plan	45%	108
Rosemary Romero Project Advisor	■ ISC Trout Uncimited ■ Cibola N.F Collaborative ■ City of Santa Fe Facilliatation	30%	40

Table 2: Workload (current and anticipated), and Total Hours (detailed by position)

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PROJECT WORK PLAN/SCOPE OF WORK
PROPOSED PROJECT TIMELINE

6

WORK PLAN AND SCHEDULE

Proposed Work Plan

TMD's proposed Work Plan is organized into fourkey tasks and subsequent sub-tasks designed to successfully achieve the project objectives in the recommended timeframe.

The proposed task outline includes:

Task 1 – Study Consensus Building and Presentations.

Task 2 – Evaluation of Current Operations.

Task 2A – Financial Analysis.

Task 2B – Physical Asset Analysis.

Task 2C – Labor Force Analysis.

Task 2D – Service Evaluation.

Task 2E –Paratransit, Dial-a-Ride, and Demand Response Systems Evaluation.

Task 3 – Development and Evaluation of Proposed Consolidation Options.

Task 3A – Financial Comparison.

Task 3B – Physical Asset Comparison.

Task 3C –Labor Force Comparison.

Task 3D – Service Comparison.

Task 3E – Summary Report of Comparisons.

Task 4 – Guidance and Implementation Documentation.

Task 4A – Project Management Team Support.

Task 4B – Final Consolidation Assessment Plan.

Task 1: Study Consensus Building and External Presentations

Building consensus around recommendations that result from this analysis is essential to successful implementation. Our team brings staff seasoned in meeting facilitation, consensus building in the region, and coordination with multiple jurisdictions. We will initiate this task with the development of a Public Engagement and Consensus Building plan. The plan will outline a process to ensure that the consolidation analysis is transparent, inclusive, and responsive. FHU will be leading this task, as they have extensive experience working in the Santa Fe and North Central Transit District service territory, most recently with the completion of NCRTD's Strategic Plan. We anticipate including the following techniques in the Public Engagement and Consensus Building Plan:

Stakeholder Interviews

At the outset of the study the team will set up and conduct individual stakeholder interviews with the City of Santa Fe staff, members of City Council, the Santa Fe Transit Board, NCRTD staff, and NCRTD Board members. Each of these stakeholders will be asked a set of predetermined questions as well as follow up questions at the discretion of the interviewer(s) to understand perceived obstacles, reasons for support and/or resistance to the potential consolidation of services. Most importantly, interviewees will be asked to describe what outcomes they would look to achieve to consider consolidation successful. These interviews will be conducted over one or two days in Espanola and the City of Santa Fe at the beginning of the project and will be used to help guide the course of the project.

Project Web Site with Public Commenting Tool

A project website will be developed and updated bi-weekly throughout the duration of the project. It will include information on the project purpose, scope, and schedule. Comments received will be tracked and each comment will be included in the draft and final documentation. A frequently asked questions page will be developed and updated as appropriate to respond to commonly raised questions or concerns. Once consolidation options have been developed, benefits and challenges will be concisely summarized on the website and a survey will be posted to solicit input specific to these options.

The TMD team proposes to develop and maintain a mobile-responsive project website in conjunction with the requirements set forth in Task 1 of the RFP. It is recommended that the webpage be hosted separately from NCRTD's main webpage in effort to establish a central location for project materials and updates, upcoming meetings and events, and project contact information. The TMD team will utilize the WordPress platform along with various plugins for added data and security benefits. The project website will be available to members of the community through a link on NCRTD's main website and will contain regular project updates, study documents, frequently asked questions, and a comment section for site visitors. TMD will provide project-specific materials including text, tables, graphs, and maps as appropriate based on current work efforts and public communication needs of the project. TMD staff will collaborate with NCRTD staff during the outline and theming phase of the website, which will consist of a home page and between two and four other pages. TMD also proposes linking all NCRTD and Santa Fe Trails social media feeds to the project website in order to reach a broad cross-section of stakeholders and to maximize website traffic. All materials will be approved by NCRTD prior to posting on the website.

OPTIONAL BUDGET ALLOCATION GAME

If NCRTD elects to do so, TMD will license use of its in-house outreach tool that will allow participants to evaluate the tradeoffs of consolidating NCRTD and Santa Fe Trails. This TMD-exclusive software allows participants to prioritize transit investments across a range of choices within a set dollar amount. Based on the findings of the study together with input from stakeholders and the project team, the tool will be customized for specific tradeoff choices related to the NCRTD-Santa Fe Trails Consolidation Analysis.

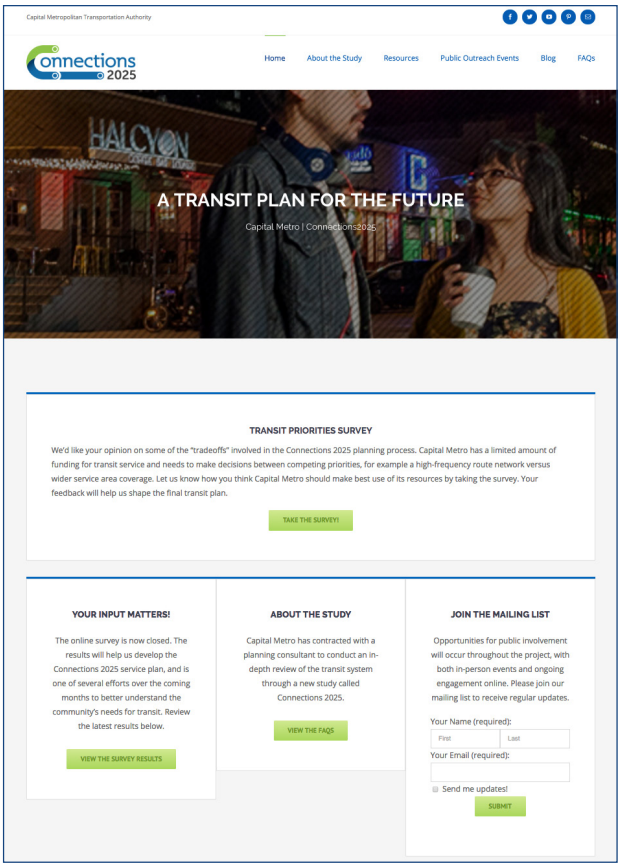
Capital Metropolitan Transportation Authority
Connections 2025
Home
About the Study
Resources
Public Outreach Events
Blog
FAQs
A TRANSIT PLAN FOR THE FUTURE
Capital Metro | Connections2025
TRANSIT PRIORITIES SURVEY
We'd like your opinion on some of the "tradeoffs" involved in the Connections 2025 planning process. Capital Metro has a limited amount of funding for transit service and needs to make decisions between competing priorities, for example a high-frequency route network versus wider service area coverage. Let us know how you think Capital Metro should make best use of its resources by taking the survey. Your feedback will help us shape the final transit plan.
TAKE THE SURVEY!
YOUR INPUT MATTERS!
The online survey is now closed. The results will help us develop the Connections 2025 service plan, and is one of several efforts over the coming months to better understand the community's needs for transit. Review the latest results below.
VIEW THE SURVEY RESULTS
ABOUT THE STUDY
Capital Metro has contracted with a planning consultant to conduct an in-depth review of the transit system through a new study called Connections 2025.
VIEW THE FAQS
JOIN THE MAILING LIST
Opportunities for public involvement will occur throughout the project, with both in-person events and ongoing engagement online. Please join our mailing list to receive regular updates.
Your Name (required):
First
Last
Your Email (required):
Send me updates!
SUBMIT

Figure 2: Example Website Developed and Maintained by TMD

Coordination with Elected Officials, Boards, and Unions

The team will meet with elected officials, Santa Fe City Council, NCRTD Board of Directors, and unions to present key findings and optional approaches to consolidation comparing them to the status quo. The presentation will answer questions about the benefits and challenges of each option including potential cost or cost savings, staffing changes, impact on service, fleet requirements, labor contractual issues, jurisdictional issues, etc. The team

will explicitly look to address the desired outcomes identified during the stakeholder interviews. During these meetings participants will be asked to provide their feedback on the consolidation options and what outstanding questions or concerns need to be addressed, if any, to support a particular option. Meetings will be interactive and participants will be asked to express their support or their outstanding issues to work toward consensus. The team will respond to all questions and concerns raised during these meetings as necessary. Additional follow up meetings will be conducted to ensure that the groups have a comprehensive understanding of the options and to work toward consensus.

Coordination with Federal and State Agencies

The team will also present the optional consolidation approaches to federal, state and regional agencies to solicit their input on potential challenges that may exist at this level. The team will work with NCRTD and Santa Fe staff to identify these agencies. The team will respond to questions and concerns raised during these meetings as necessary. Responses will be included in the draft and final documentation.

Presentation of Findings

The findings will be presented to the Santa Fe City Council, NCRTD Board of Directors and other stakeholders as identified by NCRTD and City of Santa Fe staff. It will include information on the consolidation analysis process, stakeholder and agency input and concerns, key findings, benefits, and costs of the consolidation. TMD attend selected meetings in conjunction with scheduled on-site visits.

Deliverables: All relevant Task 1 deliverables outlined in the RFP.

Task 2: Evaluation of Current Operations

The purpose of Task 2 is to gain a detailed understanding of the finances, physical assets, labor forces, and service operations of both NCRTD and Santa Fe Trails. Findings from this task will be used to inform the proposed consolidation options outlined in Task 3.

A. Financial Analysis

FHU will take the lead in the financial evaluation of the current transit operation for both NCRTD and the City of Santa Fe. FHU recently completed the NCRTD strategic plan which included an assessment of NCRTD's budget, funding sources, operating costs, capital costs, and reserves. FHU's understanding and knowledge of NCRTD's finances will provide an excellent foundation for initiating this task.

BUDGET REVIEW

The team will begin by reviewing the budgets of NCRTD and the Santa Fe Trails system and providing a comparison of the NTD reported efficiency metrics for each system. The team will discuss NTD reporting with each agency and document differences in reporting assumptions and methods to ensure that metrics provide an accurate comparison of efficiency.

REVENUE REVIEW

The team will review and summarize revenue sources for both capital and operating and administration expenses including all FTA program funds and gross receipts tax. The review will document recent trends in the sources including the declines in funding from Los Alamos County to inform the development of future projections.

COMPREHENSIVE FINANCIAL REPORTS

The team will review each organizations annual comprehensive financial reports and confirm information in the budget and revenue review in Tasks 2A.1 and 2A.2.

SANTA FE METROPOLITAN TRANSIT MASTER PLAN

The team will review this recent plan and develop a year by year cost estimate to implement recommendations from the plan recognizing capital costs and operating costs.

10-YEAR PROJECTIONS

The team will request and review 10-year revenue projections from NCRTD and Santa Fe Trails to understand assumptions for growth or reduction. The review will also note the potential sunset of the NCRTD GRT in 2023 and anticipated reduction in contributions for Los Alamos County and the implication this would have on NCRTD's revenues.

20-YEAR CAPITAL INVESTMENT PROGRAM

To understand the financial obligation of each organization over time, 20 years of capital outlay will be requested and reviewed. This will include fleet replacement and expansion, facility construction and maintenance, and all other anticipated capital expenses.

RESERVES

The team will review each organization's reserve requirements and reserve projections with consideration to the potential GRT sunset and reduction of non-binding resources.

ASSETS

The team will review information from the City of Santa Fe and NCRTD to understand all assets, both fixed and liquid. This will include fixed assets such as buildings, vehicles, equipment, office equipment, etc. Additionally, the team will review liquid cash assets, accounts receivable, and any outstanding debt held by each agency.

SERVICE CONTRACT REVIEW

The team will review each of the service contracts for NCRTD and Santa Fe Trails to understand roles and responsibilities, management practices, operational processes, and overall terms and conditions of the current service providers.

FINANCIAL CONDITION SUMMARY

The team will provide a summary of the financial condition of each agency assuming the status quo organization and compare it to the financial condition if the two entities are consolidated. Three scenarios are anticipated to help understand the spectrum of the financial condition both independently and as a consolidated system.

- Scenario 1 – Will assume sunset of GRT in 2023 and provide the most conservative estimate of non-binding resources.
- Scenario 2 – Will assume maintenance of the GRT beyond 2023 with a conservative estimate of non-binding resources.
- Scenario 3 – Will assume maintenance of the GRT and the non-binding resources.

B. Physical Asset Analysis

TMD will undertake a review of all current physical assets for each agency and assess their suitability for continued support of transit operations over the next 20 years based upon current and projected service levels. This will be based upon on-site visits to each agency that will be coordinated with on-site visits as part of other tasks. Assets to be reviewed will include all vehicle maintenance and agency administration facilities, rolling stock, support equipment, parking facilities, fare collection equipment, communication equipment, intelligent transportation systems (ITS), etc. This will then be measured against the planned capital plans for each agency. TMD will subsequently assess opportunities for resources and facility plans that could be enhanced and/or streamlined by potential consolidation.

C. Labor Force Analysis

TMD will review the organization, both administrative and operational, as well as all current contractual provisions with the labor forces for both NCRTD and Santa Fe Trails. Responsibilities for each position will be assessed as well as any deficiencies noted. In terms of the represented work force labor contracts, challenges and future opportunities and/or constraints for consolidation will be determined.

This will include evaluation of the current scheduling process for each operation to evaluate opportunities for efficiency and constraints associated with consolidation.

TMD is one of the only firms in the United States that offers a full range of service and operations planning and scheduling services for the transit industry. As an early adopter, TMD became quickly familiar with leading scheduling software systems. TMD's strength lies in our proven ability to utilize scheduling software as a tool to develop accurate timetables and efficiently schedule vehicles and operators that reflect sound operating practices and local work rules. Our scheduling team brings both expert scheduling software skills and perhaps more importantly the operating experience and savvy necessary for consistent positive outcomes for our clients, especially when addressing complicated labor relations.

D. Fixed Route Service Evaluation

TMD will review current fixed route services provided by both NCRTD and Santa Fe Trails in terms of effectivity, productivity, efficiency; as well as conformance with regional service goals. We will also consider conformance with documented short range and longer range service plans. This review will be conducted with a perspective to determining service opportunities/benefits and constraints that would be associated with a potential consolidation of service. A key element in this review would be to consider opportunities for elimination of overlapping or duplicative service.

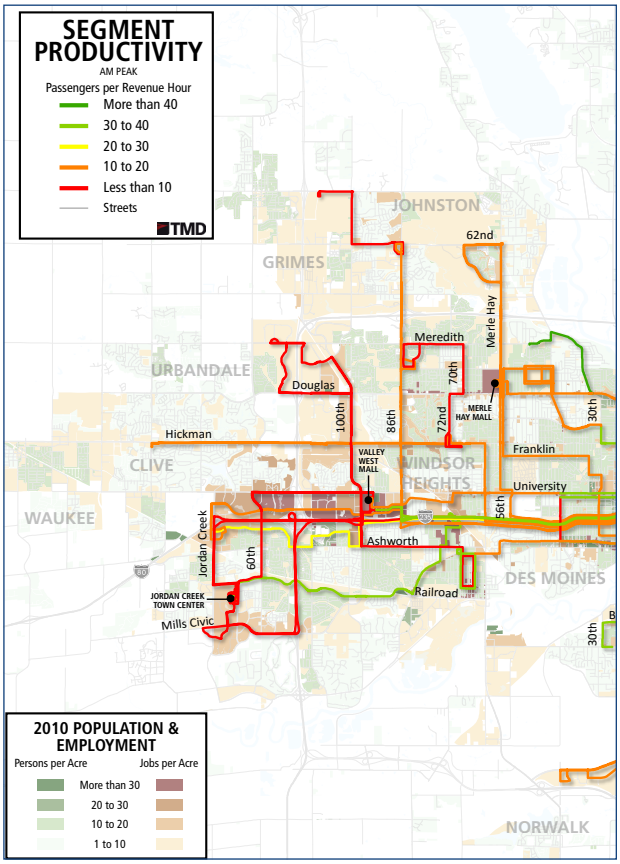

Figure 3: Example Route Productivity Map

E.Paratransit and Demand Responsive Service Evaluation

TMD will review current paratransit and demand responsive services provided by both NCRTD and Santa Fe Trails in terms of effectivity, productivity, efficiency, customer satisfaction; as well as conformance with regional service goals as well as local and federal requirements. This review will be conducted with a perspective to determining service opportunities/benefits and constraints that would be associated with a potential consolidation of service. A key element of this review is the degree to which consolidation reduces any overlapping paratransit service requirement.

Deliverables: All relevant Task 2 deliverables outlined in the RFP.

Task 3: Development and Evaluation of Proposed Consolidation Options

Based upon the initial outreach information obtained in Task 1 and the current operation information obtained in Task 2, TMD will develop a series of consolidation options for external review. Each consolidation option will be considered in light of the following factors:

A. Financial Comparison

- Development of projected estimated short term and longer range operational and capital budgets. Included in the operational budgets would be annual costs and revenues. Revenues would include both farebox revenue as well as anticipated external sources. Budgets would be estimated for current, 5-year, 10-year, and 20-year horizons. Options for fare policy revision and fare collection will also be included.
- Financial opportunities and constraints for each consolidation option will be noted. Constraints will include but not be limited to: labor issues; Federal Transit Administration (13C) implications; and prior committed funding obligations. Assumptions for each option will be documented. As a Baseline, all options would be compared with a continuation of the current separate system operation.

B. Physical Asset Comparison

TMD will analyze the capital and physical asset needs of the proposed consolidation options. Capital needs would be projected for the next 5, 10, and 20 years based on current and projected levels of service. The analysis will include any identification of changes in ownership or financial liability and will be conducted with a perspective to take advantages of any economies of scale that may be realized through consolidation.

Potential areas of cost savings include:

- Combining resources into fewer facilities would reduce the overhead cost of operating, staffing, and maintaining added separate facilities. However, this must be balanced against the size of the service territory and the associated impact on non-revenue travel.
- Impact on fleet requirements from fleet consolidation. Consolidating operations may reduce maintenance spare requirements for certain vehicle types, reducing overall capital requirements. Similarly, services could take advantage of a wider variety of vehicles and may be able to more appropriately tailor vehicle type to the type of service being provided.

As a Baseline, all options would be compared with a continuation of the current separate system operation.

C. Labor Force Comparison

TMD will evaluate staffing levels and organization structures required to efficiently and effectively operate transit service in each consolidation option. Job descriptions and functional responsibilities of each staff person will be outlined. TMD will use similarly-structured transit agencies as benchmarks to determine the appropriate staffing levels and organization for the consolidation options. Overall staffing and labor costs will be calculated for each scenario. This calculation will be compared to the current costs of the separate NCRTD and Santa Fe Trails operations. TMD will also evaluate the constraints and associated impacts and opportunities associated with the current labor contracts and identify potential issues and opportunities that may arise from consolidating two separate collective bargaining agreements.

D.Service Comparison

TMD will evaluate opportunities for realizing efficiencies in service operations in each consolidation option.

TMD will pay specific attention to the following areas:

- Overlap in coverage between the two operators and potential for saving resources by consolidating duplicative service for both fixed-route and paratransit operations.
- Ridership impacts from potential duplicative service on existing corridors.
- Potential service improvements afforded by realizing efficiencies in service operations.
- Route interlining opportunities between NCRTD and Santa Fe Trails routes that could allow current inefficient services to be operated more efficiently.
- Impact on deadhead hours from the use of alternative dispatching facilities. Using both Santa Fe Trails and NCRTD facilities would increase flexibility in scheduling, allowing routes to utilize the division closest to their terminal location, potentially reducing deadhead.
- Evaluation of current scheduling process and technology with the goal of optimizing effectiveness and efficiency associated with a consolidated operations.

TMD would analyze the service options by comparing company efficiency and effectiveness metrics. Specifically, TMD would estimate ridership levels, productivity levels (passengers per revenue hour) and operating cost per passenger for up to three scenarios to identify how efficiently and effectively resources are being used. All consolidation scenarios will be compared to the status quo. The scenario that is able to provide the most transit usage for the lowest cost will likely be the preferred option.

E. Summary Report of Comparisons

TMD will consolidate the findings from Tasks 3A-3D into a single Summary Report of Comparisons. Leveraging the findings from Task 2, the report will provide a detail analysis of merger/consolidation issues, financial status, service quality, and operational efficiencies. TMD will evaluate the pros and cons of consolidation and its potential impact on agency finances, physical assets, labor force, and service operations. TMD will review public comments received as part of Task 1 and identify how public comment on agency strengths and weaknesses shed light on potential areas that would be improved or impacted through consolidation.

Deliverables: All relevant Task 3 deliverables outlined in the RFP.

Task 4: Guidance and Implementation

A. Project Management Team Support

TMD will kick off the project by developing overall project management protocols and providing an inclusive and collaborative discussion of the final work scope, schedule, and budget.

Expected areas of discussion during the first project team meeting include:

- Coordination and communication protocols and confirmation of reporting procedures
- Data needs and associated availability to the consultant team
- Schedule for upcoming tasks
- Regular check-in calls/meetings with NCRTD and Santa Fe City staff
- Process for identifying project goals, objectives and outcomes

During the meeting, the project team will lead a discussion to identify any potential issues that may affect the conduct and outcome of the study, particularly any technical and non-technical "fatal flaws" of a consolidation option. We will work with staff to ensure that early goals for the Consolidation Analysis are understood and incorporated into the work plan. We would propose this meeting to occur when the team is on-site for Task 1 – Study Consensus-Building and Presentations in order to make best use of time and resources.

Each month, the TMD team will prepare and submit an invoice and monthly progress report detailing work/budget completed and remaining on a task-by-task basis. We also propose weekly check-in calls to keep NCRTD and Santa Fe City staff up to date on project progress, as well as to address any issues soon after they arise.

TMD will ensure that all study deliverables are presented in draft form for review by the Project Management Team and NCRTD staff. TMD will make any necessary changes to the draft deliverables based on received comments before providing a draft to the Board of Directors and Santa Fe City Council for review. Final deliverables will include any comments or changes from the Board of Directors and Santa Fe City Council.

All deliverables will be sent in electronic format. Internal documents will be delivered in Microsoft Word, presentations in Microsoft PowerPoint, and external/public documents in .pdf format. Reports will be labeled as "draft" or "final" as appropriate. Finally, all final deliverables will be accompanied with supporting documents used to generate graphics displayed in the reports.

B.Final Consolidation Assessment Plan

- A Final Consolidation Assessment Plan will be provided regardless of whether or not consolidation is ultimately recommended. The Plan will be based on all of the information collected in Tasks 1 thru 4 and informed by both the routine discussion with NCRTD staff as well as the periodic outreach meetings with selected agencies, elected officials, and community groups. The Plan will consolidate deliverables prepared in Tasks 2 and 3 into a single document. This Plan will include:
  - *Short, Mid, and Long-Term strategies to improve system operations for users of the fixed, flex, paratransit, Dial-a-Ride, and demand services in Santa Fe County;A strategic plan for 2023 if the GRT 1/8 tax sunset is not removed by voters;*
  - *A calendar of action items and detailed business plan to achieve implementation within a client proscribed timeframe;*
  - *Changes to the Collective Bargaining Agreements needed or desired to achieve implementation;*
  - *Funding strategies and changes associated with the recommended plan;*
  - *Projection of operational and capital budget impacts with the recommended plan;*
  - *Information materials about the preferred recommendations; and*
  - *A verbatim record of public comments.*

Deliverables: All relevant Task 4 deliverables outlined in the RFP.

Project Timeline

TMD has prepared the following comprehensive project timeline for the proposed Transit System Merger/Consolidation Analysis, incorporating all work requested in the RFP and our work plan. Our planned approach to producing the key deliverables for this study is based on a nearly 30-year track record of directing over 100 successful service planning and restructuring projects for transit systems across the United States and abroad. Should NCRTD and the City select our team, we will review the schedule with staff and make any adjustments needed.

TMD's team is proposing a nine-month schedule – longer than the RFP's six-month timetable – to allow sufficient time for the project team's review of deliverables, evaluation of alternatives, and public outreach. Understanding the multiple stakeholders and other variables affected by a potential merger of these two systems, we believe this decision will require careful consideration and ample public discussion to reach consensus on a preferred option. Our schedule assumes four on-site visits to New Mexico to allow multiple opportunities for our team to meet with District and City staff and committees regarding project tasks, findings and recommendations.

Upon the Notice to Proceed, we will work closely with the project team on Task 1 (Study Consensus Building and Presentations) to ensure a strategic and inclusive approach to engaging key stakeholders, transit leaders, employees and the general public in this effort. As directed in the RFP, this will include exploratory meetings with District, City and transit leaders, presentations to local and regional entities, and online resources to ensure project information is readily updated and accessible.

During the first three months of this project, our team will conduct the technical analyses under Task 2 (Evaluation of Current Operations). Once this evaluation has been completed and vetted, we will dedicate the next three-month period to developing and comparing proposed consolidation options (Task 3). We recommend another round of public outreach and discussion regarding the Summary Report of Comparisons. As we reach consensus around a preferred option, our team would focus on Task 4 (Guidance and Implementation Documentation), and devote the remaining 8-10 weeks to preparing the final Consolidation Assessment Plan and working closely with the project management team as needed.

TMD understands the goals and objectives NCRTD and the City have identified for this study, and we are confident that our team can deliver timely analysis and viable options for improving transit service efficiency and effectiveness the North Central region. TMD has the necessary management structure, technical expertise, financial capacity and accounting systems in place to meet any and all requirements of this project. Our collaborative project management approach and frequent communications enable us to closely monitor our team to ensure adherence to project costs and schedules. There are no unusual conditions or events that would impede our ability to complete the Transit System Merger/Consolidation Analysis within this proposed timeframe.

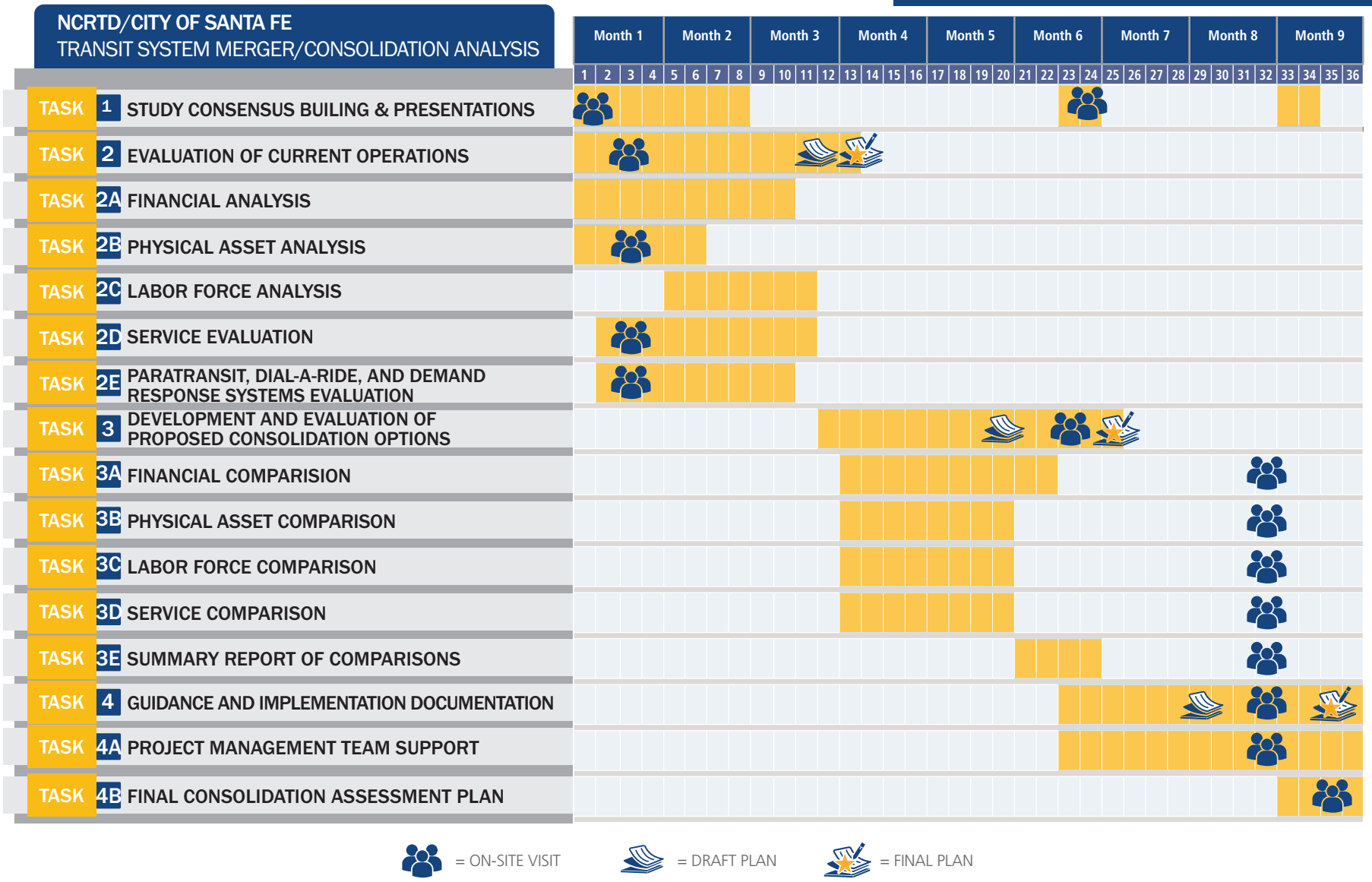
NCRTD/CITY OF SANTA FE
TRANSIT SYSTEM MERGER/CONSOLIDATION ANALYSIS
Month 1
Month 2
Month 3
Month 4
Month 5
Month 6
Month 7
Month 8
Month 9
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36
TASK 1 STUDY CONSENSUS BUILING & PRESENTATIONS
TASK 2 EVALUATION OF CURRENT OPERATIONS
TASK 2A FINANCIAL ANALYSIS
TASK 2B PHYSICAL ASSET ANALYSIS
TASK 2C LABOR FORCE ANALYSIS
TASK 2D SERVICE EVALUATION
TASK 2E PARATRANSIT, DIAL-A-RIDE, AND DEMAND RESPONSE SYSTEMS EVALUATION
TASK 3 DEVELOPMENT AND EVALUATION OF PROPOSED CONSOLIDATION OPTIONS
TASK 3A FINANCIAL COMPARISION
TASK 3B PHYSICAL ASSET COMPARISON
TASK 3C LABOR FORCE COMPARISON
TASK 3D SERVICE COMPARISON
TASK 3E SUMMARY REPORT OF COMPARISONS
TASK 4 GUIDANCE AND IMPLEMENTATION DOCUMENTATION
TASK 4A PROJECT MANAGEMENT TEAM SUPPORT
TASK 4B FINAL CONSOLIDATION ASSESSMENT PLAN
= ON-SITE VISIT
= DRAFT PLAN
= FINAL PLAN

Figure 4: Project Timeline

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PROJECT COSTS

Cost Control

TMD is providing the following Cost Proposal that reflects all work requested in the RFP and our proposed work plan. Our projected budget of $149,619 is inclusive of all costs and represents our best estimate of the labor, materials, travel, and related expenses required to accomplish the tasks outlined in NCRTD's scope of work. We have estimated 1,066 labor hours to deliver high-quality, timely results. TMD's standard project management fee, which we include on all proposals, reflects our subconsultant oversight, accounting, legal, insurance, and other costs of doing business. We are open to and anticipate further discussions regarding our proposed work plan and budget if NCRTD selects TMD as a result of this competitive bidding process.

TMD is fully committed to providing high quality services that meet or exceed the District's and City's expectations, and are delivered within the negotiated project budget. We believe our proposed budget represents the most cost-effective allocation of consultant resources to address the shared goal of achieving a more efficient system for transit riders throughout the North Central region and Santa Fe County.

To ensure the timely completion of our work within budget, TMD will:

- Undertake each project task with an initial discussion with District staff to verify goals and objectives, schedule and budget, identify potential risk factors, and confirm expected outcomes;
- Follow the applicable industry best practices and/or TMD processes for specific tasks (e.g., service evaluation, financial analyses, or development of service alternatives);
- Communicate regularly with District staff and document decision points to ensure fulfillment of objectives; and
- Work closely with District staff to monitor project financials and take corrective action when necessary.

Our proposed Project Manager, Norm Silverman, will assume responsibility for cost control on this project.

TRANSPORTATION MANAGEMENT & DESIGN, INC. (TMD)

		TASK 2					TASK 3					TASK 4				
	TASK 1	TASK 2A	TASK 2B	TASK 2C	TASK 2D	TASK 2E	TASK 3A	TASK 3B	TASK 3C	TASK 3D	TASK 3E	TASK 4A	TASK 4B			
LABOR/TASKS	STUDY CONSENSUS-BUILDING & PRESENTA-TIONS	FINANCIAL ANALYSIS	PHYSICAL ASSET ANALYSIS	LABOR FORCE ANALYSIS	SERVICE EVALUATION	PARA-TRANSIT, DIAL-A-RIDE & DEMAND RESPONSE SYSTEMS EVALUATION	FINANCIAL COMPARI-SON	PHYSICAL ASSET COM-PARISON	LABOR FORCE COM-PARISON	SERVICE COMPARI-SON	SUMMARY REPORT OF COMPARI-SONS	PROJECT MANAGE-MENT TEAM SUPPORT	FINAL CON-SOLIDATION ASSESS-MENT PLAN	LABOR HOURS	LABOR RATE	TOTAL COST
RUSSELL CHISHOLM PROJECT PRINCIPAL							2	0	2	2		2	4	12	$182.21	**$2,187**
NORMAN SILVERMAN, P.E. PROJECT MANAGER	24	4	32	16	4	4	20	12	12	4	32	16	16	196	$163.50	**$32,046**
ZODIN DEL ROSARIO TASK LEADER	24				16	16	8			16	16	8	12	116	$96.72	**$11,220**
ASSISTANT PLANNER		8	24	24	32	32	36	24	24	40	40		40	324	$79.36	**$25,713**
SAMANTHA JEET GIS ASSOCIATE					4	4				8	8			24	$79.36	**$1,905**
MARKETING/ GRAPHICS SUPPORT	40												12	52	$99.20	**$5,158**
ADMINISTRATION												12		12	$99.20	**$1,190**
LABOR HOURS	**88**	**12**	**56**	**40**	**56**	**56**	**66**	**36**	**38**	**70**	**96**	**38**	**84**	**736**		**$0**
LABOR COST	**$10,213**	**$1,289**	**$7,137**	**$4,521**	**$5,058**	**$5,058**	**$7,265**	**$3,867**	**$4,231**	**$6,375**	**$10,589**	**$4,945**	**$8,870**			**$79,418**
OTHER DIRECT COSTS	**TASK 1**	**TASK 2A**	**TASK 2B**	**TASK 2C**	**TASK 2D**	**TASK 2E**	**TASK 3A**	**TASK 3B**	**TASK 3C**	**TASK 3D**	**TASK 3E**	**TASK 4A**	**TASK 4B**			
TRAVEL	$1,760		$1,030								$1,030		$900			**$4,720**
LODGING	$800		$400								$400		$200			**$1,800**
PER DIEM	$300		$150								$150		$100			**$700**
COMMUNICATIONS																**$0**
PRINTING																**$0**
SOFTWARE FEES																**$0**
MATERIALS & SUPPLIES																**$0**
MISCELLANEOUS																**$0**
TOTAL OTHER DIRECT COSTS	**$2,860**	**$0**	**$1,580**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,580**	**$0**	**$1,200**			**$7,220**
TOTAL TMD	**$13,073**	**$1,289**	**$8,717**	**$4,521**	**$5,058**	**$5,058**	**$7,265**	**$3,867**	**$4,231**	**$6,375**	**$12,169**	**$4,945**	**$10,070**	**736**		**$86,638**

Figure 1: Project Budget, TMD

FELSBURG HOLT & ULLEVIG (FHU)																	
			TASK 2					TASK 3					TASK 4				
		TASK 1	TASK 2A	TASK 2B	TASK 2C	TASK 2D	TASK 2E	TASK 3A	TASK 3B	TASK 3C	TASK 3D	TASK 3E	TASK 4A	TASK 4B			
	LABOR/TASKS	STUDY CONSENSUS-BUILDING & PRESENTA-TIONS	FINANCIAL ANALYSIS	PHYSICAL ASSET ANALYSIS	LABOR FORCE ANALYSIS	SERVICE EVALUATION	PARA-TRANSIT, DIAL-A-RIDE & DEMAND RESPONSE SYSTEMS EVALUATION	FINANCIAL COMPARI-SON	PHYSICAL ASSET COM-PARISON	LABOR FORCE COM-PARISON	SERVICE COMPARI-SON	SUMMARY REPORT OF COMPARI-SONS	PROJECT MANAGE-MENT TEAM SUPPORT	FINAL CON-SOLIDATION ASSESS-MENT PLAN	LABOR HOURS	LABOR RATE	TOTAL COST
	HOLLY BUCK, P.E., PTP TASK LEADER	52	20					20							92	$210.00	**$19,320**
	KELLY LEADBETTER, AICP TASK SUPPORT		80					16							96	$100.00	**$9,600**
	J. CAMPBELL	14													14	$110.00	**$1,540**
	LABOR HOURS	**66**	**100**	**0**	**0**	**0**	**0**	**36**	**0**	**0**	**0**	**0**	**0**	**0**	**202**		
	LABOR COST	**$12,460**	**$12,200**	**$0**	**$0**	**$0**	**$0**	**$5,800**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**			**$30,460**
	OTHER DIRECT COSTS	**TASK 1**	**TASK 2A**	**TASK 2B**	**TASK 2C**	**TASK 2D**	**TASK 2E**	**TASK 3A**	**TASK 3B**	**TASK 3C**	**TASK 3D**	**TASK 3E**	**TASK 4A**	**TASK 4B**			
	TRAVEL	$1,350															**$1,350**
	LODGING	$450															**$450**
	PER DIEM	$300															**$300**
	COMMUNICATIONS																**$0**
	PRINTING	$200															**$200**
	SOFTWARE FEES																**$0**
	MATERIALS & SUPPLIES																**$0**
	MISCELLANEOUS																**$0**
	TOTAL OTHER DIRECT COSTS	**$2,300**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**			**$2,300**
	TOTAL FHU	**$14,760**	**$12,200**	**$0**	**$0**	**$0**	**$0**	**$5,800**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**202**		**$32,760**

Figure 2: Project Budget, FHU

			TASK 2					TASK 3					TASK 4				
		TASK 1	TASK 2A	TASK 2B	TASK 2C	TASK 2D	TASK 2E	TASK 3A	TASK 3B	TASK 3C	TASK 3D	TASK 3E	TASK 4A	TASK 4B			
ROSEMARY ROMERO CONSULTING (RRC)	LABOR/TASKS	STUDY CONSENSUS-BUILDING & PRESENTA-TIONS	FINANCIAL ANALYSIS	PHYSICAL ASSET ANALYSIS	LABOR FORCE ANALYSIS	SERVICE EVALUATION	PARA-TRANSIT, DIAL-A-RIDE & DEMAND RESPONSE SYSTEMS EVALUATION	FINANCIAL COMPARI-SON	PHYSICAL ASSET COM-PARISON	LABOR FORCE COM-PARISON	SERVICE COMPARI-SON	SUMMARY REPORT OF COMPARI-SONS	PROJECT MANAGE-MENT TEAM SUPPORT	FINAL CON-SOLIDATION ASSESS-MENT PLAN	LABOR HOURS	LABOR RATE	TOTAL COST
	ROSEMARY ROMERO PROJECT ADVISOR	80													80	$136.00	**$10,880**
	LABOR HOURS	**80**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**80**		
	LABOR COST	**$10,880**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**			**$10,880**
	OTHER DIRECT COSTS	**TASK 1**	**TASK 2A**	**TASK 2B**	**TASK 2C**	**TASK 2D**	**TASK 2E**	**TASK 3A**	**TASK 3B**	**TASK 3C**	**TASK 3D**	**TASK 3E**	**TASK 4A**	**TASK 4B**			
	TRAVEL																**$0**
	LODGING																**$0**
	PER DIEM																**$0**
	COMMUNICATIONS																**$0**
	PRINTING																**$0**
	SOFTWARE FEES																**$0**
	MATERIALS & SUPPLIES																**$0**
	MISCELLANEOUS																**$0**
	TOTAL OTHER DIRECT COSTS	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**			**$0**
	TOTAL RRC	**$10,880**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**80**		**$10,880**

		TASK 1	TASK 2A	TASK 2B	TASK 2C	TASK 2D	TASK 2E	TASK 3A	TASK 3B	TASK 3C	TASK 3D	TASK 3E	TASK 4A	TASK 4B			
TOTAL	**PROJECT FEE (10%)**	**$3,871**	**$1,349**	**$872**	**$452**	**$506**	**$506**	**$1,307**	**$387**	**$423**	**$638**	**$1,217**	**$494**	**$1,007**			**$13,028**
	NM GROSS RECEIPTS TAX	**$1,585**	**$742**	**$479**	**$249**	**$278**	**$278**	**$719**	**$213**	**$233**	**$351**	**$669**	**$272**	**$554**			**$6,621**
	TOTAL PROJECT COST	**$44,170**	**$15,580**	**$10,068**	**$5,221**	**$5,843**	**$5,843**	**$15,090**	**$4,466**	**$4,887**	**$7,363**	**$14,055**	**$5,711**	**$11,631**	**1,018**		**$149,927**

Figure 3: Project Budget, RRC and Total

APPENDIX A: KEY PERSONNEL RESUMES
APPENDIX B: FORMS AND CERTIFICATIONS

8

APPENDICES

Professional Resume

Norman Silverman, P.E., *Senior Manager*

TMD
TRANSPORTATION MANAGEMENT & DESIGN, INC.

Overview

Norman Silverman, TMD Senior Manager, has spent most of his 41-year career in developing, optimizing, and imple-menting bus and rail service in the greater New York Metropolitan region. He has served as Director, Planning and Engi-neering for MTA Long Island Bus (1975-1985); Director, Bus Service Planning for the New York City Transit Authority (1985-1991), Senior Director, Route and System Planning for the New York City Transit Authority (1991-2005); and, as Vice President, Operations Planning for the MTA Bus Company (2005-2013). He has most recently been with TMD as a Senior Manager (2014).

He brings exceptional expertise and experience with a wide range of transit services and networks including Lo-cal/Limited-Stop Bus, Commuter Express Bus, Metro Rail, and Commuter Rail , . His work for Long Island Bus focused on improving bus transit efficiency and effectiveness in a heavily suburban environment with a need to balance regional commuting with local area and community mobility needs. For New York City Transit, Norm established a routinized and continuous service planning function, coordinated the implementation of a modern, intermodal fare system, and led major project work including the Planning and Environmental Analysis of Second Avenue Subway Corridor and ongoing improvement of the bus and rail network throughout New York City . Lastly, Norm led the development of the brand new "MTA Bus" 1,200 vehicle system that restructured individual routes operated by seven former private bus companies into an efficient and effective network of bus transit integrated within the regional Metropolitan Transportation Authority services. While at TMD, he has managed a new BRT service development project in Denver, and a network service de-sign effort in New Orleans.

Relevant Experience

MTA BUS COMPANY, NEW YORK, NY - *VICE PRESIDENT, OPERATIONS PLANNING*

- Promoted to a direct report to the President to develop the Operations Planning function and staff from the "ground up" to both develop effective and efficient service opportunities within resource constraints, and comply with extensive reporting requirements associated with a new public sector organization. Responsible for a professional staff of 30 to perform scheduling, service planning, data collection, and federal reporting compliance.

EDUCATION

Master of Business Administration, Management,
Adelphi University,
Garden City, NY

Master of Science,
Mechanical Engineering,
University of Massachusetts
Amherst, MA

Bachelor of Science,
Aeronautical Engineering, Rensselaer Polytechnic Institute, Troy, NY

CERTIFICATIONS

Training/Certifications
Professional Engineer: NY, NJ, CT, PA, DE, MD

AFFILIATIONS

Institute of Transportation Engineers

EXPERIENCE

Transportation Management & Design, Inc.

MTA Bus Company

NYC Transit Authority

MTA Long Island Bus

MTA Corporate Planning

- Service design changes and schedule revisions advanced were a critical factor in receiving FTA award for greatest urban system ridership increase in North America between 2007 and 2008.
- Supplemental to routine Operations Planning functions, assumed key role in working to achieve integration of former private operations including active participation in labor negotiations issues.

As part of the regional merger of bus operations, temporarily assumed control of the separate Long Island Bus Operations Planning function until privatization of this separate suburban operation in 2012.

MTA BUS COMPANY, NEW YORK, NY - *SENIOR DIRECTOR, OPERATIONS PLANNING*

Assumed control of the Planning function in a new transit organization within the New York MTA, which consisted of the public merger of 7 former private urban transportation companies and integration into a modern public benefit corporation, forming the 11th largest urban bus transit system in North America.

NEW YORK CITY TRANSIT AUTHORITY, NEW YORK, NY - *SENIOR DIRECTOR, ROUTE AND SYSTEM PLANNING*

Responsibilities included the comprehensive, continuous review of rail and bus transit service (over 26 rail routes and 200 bus routes) within New York City. Evaluated and recommended revised service options within resource constraints, physical constraints, and an extensive capital improvement program. Oversaw and coordinated implementation of service revisions. As the Senior Director, Norm was charged with:

- Supervised a planning staff of 25. Interfaced with Bus and Rail Operations staff and various support divisions within the agency to insure coordinated review of planning efforts and smooth implementation of service revision, con-sistent with infrastructure constraints, availability, and revisions.
- Interacted with community groups, elected officials, and other public agencies to analyze, review, present, and coordinate alternative service proposals and infrastructure changes.
- Provided input to executive management in broad areas of service design, capital investment, pricing/fare structure, vehicle design, and impact of local and federal regulations.

Some major projects that Norm contributed to include:

- Serving as Operations Planning liaison for implementation of modern, intermodal fare system.
- Serving as Operations Planning liaison for new bus procurements
- Serving as Project Director for the service design and implementation of the *63rd Street Connector Service Plan*, which included the integration of a major new infrastructure element.
- Serving as Project Director for service design and implementation of the *Manhattan Bridge 4-Track Service Plan* as well as the integration of major infrastructure rehabilitation.

Professional Resume

Russell Chisholm, *President*

TMD
TRANSPORTATION MANAGEMENT & DESIGN, INC.

Overview

Russ Chisholm brings over 35 years of experience in developing highly successful market-based, consumer-focused, operationally-efficient bus and rail transit as both a consultant and transit system manager. His transit system management experience includes both developing new systems in Dallas (DART) and Saudi Arabia (SAPTCO) and helping systems reinvent themselves in St. Louis (Metro), Connecticut (CT Transit), and Nashville (MTA). His legacy at each system was a culture of growing transit ridership and market share with innovative and efficient service and network design implemented with financially sustainable operating and capital programs. Russ founded TMD based on this best practice approach to transit system visioning, planning, and implementation and has built TMD into one of the premier transit system redevelopment companies in North America over the past 28 years.

Mr. Chisholm has successfully managed or directed over 100 major transit service network redesign and implementation projects across the Country including transit systems in Sacramento, San Joaquin County, Alameda County, San Francisco, Santa Clara and San Mateo Counties, Orange County, Los Angeles, San Diego, Denver, Phoenix, Atlanta, Minneapolis, Chicago, Cleveland, Charlotte, Baltimore, Buffalo, St. Louis, Broward County, Tampa, Pinellas County, and Omaha (featured by CityLab). He specializes in helping systems rethink their network and service tiers to attract new market segments and meet consumer expectations resulting new ridership growth, a sustainable financial position, more focused corporate culture, and increased support and advocacy from the community at large. Russ has built long term relationships with transit clients through ongoing on-call projects: San Diego MTS (since 1990), Los Angeles Metro and LADOT (1993), Charlotte (1997), Riverside Transit (1998), Denver RTD (2001), AC Transit (2001), San Francisco MTA (2006), Buffalo (2010), and Des Moines (2010).

Mr. Chisholm's COA, SRTP, and LRTP planning work is also based on building sustainable communities through lifestyle mobility integration of bus and rail transit, shared-ride and ride-hailing options, biking, and walking within a Complete Streets environment, recently showcased in LA Metro's Strategic Bus Network Plan (featured by CityLab). He has also been a leader in the development and implementation of innovative transit products and branding including the acclaimed Los Angeles Metro Rapid arterial BRT and San Francisco's new Rapid Corridors; "smart" community services like LADOT's Smart Shuttles and Senior Service Routes, and Denver's Call-n-Rides; and public/private options like station vans, car and bike sharing, same-day taxi, on-demand vanpooling/carpooling; dedicated destination shuttles; and ride-hailing services.

EDUCATION

Post-Graduate Program, Urban Geography, Boston University

B.A., Geography, Southern Connecticut State University

Mathematics, Rensselaer Polytechnic Institute

AWARDS

Pyke Johnson Award, Transportation Research Board, San Diego Transit Service Refinement

PPTN Award, DART Suburban System, Best Transit System over 250 Vehicles

EXPERIENCE

Transportation Management & Design, Inc.

St. Louis Metro

Dallas Area Rapid Transit

ATE Management & Service Company
-- Saudi Public Transport Company
Nashville MTA
Connecticut Transit

Years with Firm: 28

Mr. Chisholm has been helping transit systems develop and deliver BRT over the past 16 years beginning with the original LA Metro Rapid concept, design, implementation, and evaluation. He has continued to plan and implement arterial and freeway BRT in Los Angeles (Wilshire and Orange Line BRT), San Fernando Valley BRT, I-710 Gap Closure, Pico Rapid service optimization, Countywide Bus Speed Improvement Plan, and Metro's Strategic Bus Network Plan. As well, he brings experience elsewhere including BRT market, service, and operations planning in San Diego (I-15 BRT/HOT; South Bay BRT), Denver (MetroRide; US36 BRT), San Francisco (Muni Rapids/BRT), Reno (Virginia Street), Santa Clara County (Stevens Creek), and Indianapolis Blue Line (Washington) and BRT strategic plans in Vancouver, Edmonton, San Diego (Transit First), Detroit (SpeedLink), Pinellas County (FL), and Atlanta (MARTA's Arterial Rapid Transit).

Mr. Chisholm is an active contributor to the advancement of expertise and knowledge in the transit industry, including Transit Bus and Rail Scheduling (TCRP Report 30). As a recipient of the Transportation Research Board's Pyke Johnson Award for his work on innovative service design in San Diego, Mr. Chisholm enjoys a reputation for delivering successful sustainable transit service networks that are innovative, cost-effective, and operationally feasible.

Relevant Experience

Mr. Chisholm brings over 35 years of experience in developing and implementing transit networks. The following is a small subset of his successful projects.

- Colorado Springs Mountain Metro Transit – Comprehensive Operational Analysis; Principal-In-Charge (2012-2013)
- Denver RTD – On-Call Transit Planning and Operations (Sector COAs, US 36 BRT, MetroRide BRT, Union Station); Project Director (2001-present)
- Fort Collins Transfort – Enhanced Travel Corridor Master Plan for West Elizabeth; Transfort network analysis and reinvention project; Transit Project Director (2015-present)
- San Joaquin RTD – COA (2010, 2015); City of Stockton SB375 Climate Initiative Review; and Scheduling Support (2008, 2009, 2013); Project Director (2008-2015)
- Des Moines Area Regional Transit Authority – DART Forward 2035 Transit Services Plan and Alternative Analysis; On-Call Planning Services; Project Principal (2010-2011; 2014-present)
- Omaha Metro/MAPA – Transit Network Evolution Plan; Task Director (2012-2013)
- San Francisco MTA – Muni Forward (Transit Effectiveness Project) and Implementation Support; Project Manager (TEP 2006-2009, Implementation Support 2014-present)
- Santa Clara VTA – COA (1989, 2005), BART Station Planning, Stevens Creek BRT; Project Director (2005-2014)
- SECOG – Downtown Sacramento Transit Circulation Plan; Project Director (2011-2012)
- Sacramento RT – TransitRenewal 2012-2017 (COA); Project Director (2010-2011)
- LA Metro – Metro Rapid Program (concept, design, implementation, evaluation); Project Director (1999-2010)
- LADOT – On-Call Transit Planning and Operations (currently leading comprehensive Transit System Analysis; previous San Fernando Valley Transportation Zone feasibility study); Project Director (1993-present)

- San Diego MTS/SANDAG – COA (2006); On-Call Transit Planning and Operations (I-15 BRT; system service, operations, and organization analysis) Project Director (1990-present)
- Riverside Transit Agency – COA, RapidLink corridors, Downtown Transit Center, Transit Scheduling; Project Director (2005 - 2015)
- San Antonio VIA South West BRT – Service and Operating Plan; Task Manager (2014-present)
- Buffalo NFTA – COA and Strategic Corridor Assessment (BRT, Rail); Planning and Operations On-Call (currently updating the COA); Project Director (2010-present)
- SCAG/SANBAG – Foothill Blvd BRT/Land Use Corridor Study; Project Director (2012-2013)

Professional Resume

Zodin Del Rosario, *Senior Planner*

TMD TRANSPORTATION MANAGEMENT & DESIGN, INC.

Overview

Zodin Del Rosario possesses a diverse background in service planning. As a Project Manager, he has successfully led service restructuring and bus-rail integration projects for Metro, LADOT Transit, and RTD (Denver). These projects focused on understanding how efficient bus service design can optimize resources, grow ridership, and leverage investments in rail. Mr. Del Rosario prides himself in bringing a well-rounded approach to his analysis, service design, outreach efforts, and implementation plans.

Relevant Experience

LADOT TRANSIT SERVICE ANALYSIS, *LOS ANGELES, CA*

Currently serving as Project Manager for system redesign project. LADOT wants to identify opportunities to improve existing routes and operate new services in the region. The project is taking a critical look at first-last mile connections and community circulation into key rail lines.

LA METRO STRATEGIC BUS NETWORK PLAN, *LOS ANGELES, CA*

Project Manager responsible for overseeing completion of project deliverables, stakeholder presentations, and quantitative analysis. The bus network plan sought to prioritize corridors in Los Angeles County for high frequency service given new funding for rail infrastructure.

REGIONAL TRANSPORTATION DISTRICT (RTD) US 36 BRT SERVICE PLAN, *DENVER, CO*

Worked with RTD staff and local stakeholders to develop a service plan for the BRT corridor. Managed a plan for implementing an efficient BRT service that leveraged physical and operational improvements. The recommendations focused on improving the passenger experience on the corridor by increasing frequencies and simplifying the service structure.

REGIONAL TRANSPORTATION DISTRICT (RTD) DENVER UNION STATION-CHERRY CREEK-GLENDALE CORRIDOR FEASIBILITY STUDY, *DENVER, CO*

Currently serving as the Deputy Project Manager for the feasibility study. Working with RTD and local stakeholders to assess the demand for transit service along a corridor connecting the study areas. Recommendations will incorporate an evaluation of existing services along with stakeholder outreach and market research. Oversee communication with stakeholders and daily tasks associated with project completion.

EDUCATION

Master of Public Policy
Concentration: Transportation Policy and Planning, Data Analysis
University of California at Los Angeles

B.A. Asian American Studies
University of California, Los Angeles

EXPERIENCE

Transportation Management & Design, Inc.
Carlsbad, CA

Los Angeles County Metropolitan Transportation Authority (Metro)
Los Angeles, CA

Office of Mayor Antonio Villaraigosa
Los Angeles, CA

Professional Resume

Samantha Jeet, *GIS Associate*

TMD TRANSPORTATION MANAGEMENT & DESIGN, INC.

Overview

Samantha is a graduate of the Master of Science in Geographic Information Science program at California State University Long Beach. Samantha focuses much of her GIS work on cartography and visualization methods. At TMD, Samantha is responsible for geographic analyses, data visualization, and final cartographic outputs.

Relevant Experience

SANTA CRUZ TRANSIT - SANTA CRUZ, CA
GIS ASSOCIATE

- Gathered, analyzed, and visualized demographic data needed to perform market analyses (population, employ-ment, age,etc)
- Analyzed and visualized ridership data

NIAGARA FRONTIRER TRANSPORTATION AUTHORITY (NFTA) - *BUFFALO, NY*
GIS ASSOCIATE

- Gathered, analyzed, and visualized demographic data needed to perform market analyses (population, employment, age,etc)
- Analyzed and visualized ridership and system data

LOS ANGELES DEPARTMENT OF TRANSPORTATION (LADOT)
TRANSIT SERVICE ANALYSIS - *LOS ANGELES, CA*
GIS ASSOCIATE

- Gathered and analyzed demographic data needed to perform market analyses.
- Used GIS to analyze data and determine which areas and populations were being underserved.
- Created spatial data to visualize compliance with Title VI.

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY (MARTA) COMPREHENSIVE OPERATIONAL ANALYSIS - *ATLANTA, GA*
GIS ASSOCIATE

- Created GIS files of redesigned network.
- Designed and streamlined the creation of over 80 route maps as deliverable for client.

EXPERIENCE

GIS Associate - Transportation Management & Design, Inc.
- Carlsbad, CA

GIS Technician - TSG Solutions, Inc. - Carlsbad, CA

EDUCATION

Master of Science in Geographic Information Science

California State University Long Beach (2014)

Bachelor of Science in Health Care Administration

California State University Long Beach (2013)

CITY OF DAVENPORT CITIBUS
COMPREHENSIVE OPERATIONAL ANALYSIS - *DAVENPORT, IA*
GIS ASSOCIATE

- Collected, organized, and analyzed GIS data needed to perform COA.
- Created market maps based on Census data.
- Designed and streamlined creation of market and route maps as deliverable for client.

Professional Resume

Jerry Khiev, *Graphic Design Specialist*

TMD TRANSPORTATION MANAGEMENT & DESIGN, INC.

Overview

Jerry is a graphic designer with an emphasis in print production, website design, and marketing collateral. His creative, customized design work on web sites, fact sheets, promotional fliers and other consumer information pieces has facilitated marketing and enhanced public engagement for many of TMD's transit planning projects.

Relevant Experience

TRANSPORTATION MANAGEMENT & DESIGN, INC., *CARLSBAD, CA – 2016 TO PRESENT*
WEBSITE/DESIGNER

Worked on graphic/website setup with visual theme, content organization and code editing for various projects including Capital Metro Connections 2025, Santa Cruz Metro Forward COA, and DART (Des Moines) Forward Transit Plan Update:

- Implemented Wordpress setup and maintaining graphic updates
- Design marketing materials for web and print
- Handled multiple projects simultaneously in various stages of development
- Design customized images

FREELANCE DESIGNER, *SAN DIEGO, CA – 2009 TO PRESENT*
DESIGNER/PHOTOGRAPHER

Worked on visual solutions in brand identity, publication, editorial and interactive design for clients.

- Brand identity design, implementation and management
- Design marketing materials for web and print
- Photo shoot planning and directing
- Product design including clothing, packaging and other promotional gadgets

EDUCATION

Palomar College (2000-2004)

Coleman University (2006-2007)

SOFTWARE SKILLS

Mac/Windows, Adobe CS6, InDesignIllustrator, Photoshop, Lightroom, Wordpress, Big Commerce/ Shopify Photography, Prepress, Constant Contact, Social Media, Microsoft Word, Microsoft Excel

SKILLS

Logos, Typography, Ad Design, Layout design, Website design, Social Media photos and graphics, Digital Photography, Post Production Illustration, tradeshow collateral, POP displays

COLOURWAY USA, *SAN DIEGO, CA/AUSTIN, TX - 2012 TO PRESENT*
LEAD DESIGNER/PHOTOGRAPHER

Colourway specializes in fully customizable modular storage display cases for collectable items.

- Brand identity design, implementation and management
- Design of marketing materials for print, web and social media
- Photo shoot planning and directing
- Provide production/in-house graphic printing

760 PRINT/CREATIVE PRINTING, *VISTA, CA - 2012 TO 2013*
GRAPHIC DESIGNER/MARKETING

Print company offering clients in-house printing offset and digital.

- Brand identity design, implementation and management
- Create marketing strategy for print, web and social media
- Provide design/marketing strategy for clients
- Pre-press production and press checking

D. Holly Buck, PE, PTP

Principal

Education

M.S., Civil Engineering-Transportation, University of Colorado at Denver, 2002

B.S., Engineering Management, University of Portland, 1993

Professional Affiliations

Institute of Transportation Engineers

Women's Transportation Seminar (WTS)-CO

Transit Alliance Board of Directors (2010-2014)

CASTA – Colorado Association of State Transit Agencies

Registration

Professional Engineer — Colorado, Montana

Certification

Professional Transportation Planner

Background

Ms. Buck has 20 years of experience in transportation planning and engineering. Her experience includes corridor studies, parking analyses, transit studies, regional transportation plans, and resort transportation plans. A multimodal advocate, Holly is FHU's transit specialist, developing the practice area within FHU. Holly seeks systemic multimodal transportation improvements on projects such as the North I-25 EIS. Holly works closely with transit agencies, CDOT, planning organizations, and individual communities to assess existing systems and to develop improved mobility solutions.

Project Experience

Transit Plans

North Central Regional Transit District Long Range Strategic Transit Plan, New Mexico

Holly is the project manager for development of the Long Range Strategic Transit Plan for the four-county area in northern New Mexico. Holly is working collaboratively with the 15-member agency and their respective communities to develop a long-range plan that addresses future population and demographic changes and meets the transportation needs of these various communities. The project also includes coordination with the Santa Fe MPO, eight northern New Mexico Pueblos, and the Rio Metro Regional Transit District in Albuquerque.

CDOT Statewide Transit Plan, Statewide, Colorado

Project Manager for development of coordinated transit plans for nine of CDOT's ten rural planning regions as well as the development of the State's first-ever Statewide Transit Plan. Holly oversaw organization and development of the regional plans to ensure they meet requirements for coordinated planning called out in MAP-21 and provide investment guidance for the regions and CDOT in the near, mid, and long term. At the statewide level, Holly developed the state's first statewide transit plan. The statewide plan incorporated input from the 10 rural regional plans and the five urban area plans. Holly oversaw development of the State's Vision, goals, and objectives as well as performance measures to track CDOT progress in achieving their goals over time.

D. Holly Buck, PE
Principal

Mountain Metro Rides Strategic Plan Colorado Springs, Colorado

Conducted the financial analysis for the Metro Rides Strategic Plan which evaluated vanpool expansion scenarios for the City of Colorado Springs. The Plan evaluated three scenarios that varied from status quo to robust growth. The financial analysis considered ridership fees, the cost of fuel, vehicle maintenance, insurance, staffing, and salaries as well as various funding mechanisms and the limitations associated with them. Anticipated capital revenues were compared to projected capital expenditures for each scenario to identify when funds would need to be set aside for vehicle replacements to keep the program viable over time. Anticipated operating and administrative revenues were compared to projected expenditures to illustrate how adding staff and vehicles to the fleet would impact the bottom line. Based on the analysis, the City chose a moderate expansion program that would increase the number of vanpools from 42 to 70 and the number of trips 140 percent over the next five years.

North I-25 Planning Environmental Linkage Study, CDOT Region 1

Holly was the Project Manager for the North I-25 PEL that evaluated near-term improvements to reduce congestion and improve safety on I-25 between US 36 and SH 7. Improvements considered a range from inline median bus stations to additional lanes on I-25. Holly worked actively with the communities, interested stakeholders, FHWA, and CDOT to build consensus around a Preferred Alternative, as well as develop a phasing and implementation plan. The project provided CDOT a roadmap to implementation that could reduce infrastructure investment costs over the long term, reduce construction impacts to the public, and significantly reduce vehicle hours of delay. Local agencies provided letters of support for the document and FHWA commended the study's quality and completion in a manner consistent with FHWA's PEL process guidance.

Keystone Transit Operational Analysis, Keystone, Colorado

Evaluated existing transit routes and stops serving Keystone Resort in order to identify changes to improve efficiency and reliability of service. Developed goals for transit service, and an operations plan for implementation this winter. New routes improved connections to the ski area, conference center, area lodging, day skier lots and other prominent activity centers. The new route structure increases the amount of service provided within the current budget, improves the desirability of transit service by providing more direct connections to key destinations and improves service reliability by ensuring adequate layover and recovery time is provided on each route.

Mountain Metropolitan Transit 2035 Public Transportation Plan, Colorado Springs, Colorado

Managed development of the 2035 Public Transportation Plan and plan update. Effort included evaluation of existing services and identification of gaps in service, development of goals and objectives, existing and future demographic analysis, assessment of long-term public transportation needs, comparison to peer community systems, prioritization of improvements, and ultimately development of a Vision Transit Plan and a Fiscally Constrained Transit Plan. Public outreach was conducted throughout the process.

Harmony Road Alternatives Analysis Enhanced Travel Corridor, Fort Collins, Colorado

Holly completed work with the City of Fort Collins to develop an FTA Alternatives Analysis study for Harmony Road, a major east west arterial connecting south Fort Collins to I-25. Holly developed enhanced bus and bus rapid transit alternatives as part of this multimodal study that evaluated roadway, transit and bike and pedestrian improvements to determine which set of improvements will most encourage the use of alternative modes of travel while retaining the mobility of private autos on the corridor. Harmony Road was formerly a state highway.

Kelly Leadbetter, AICP
Transportation Planner

Education

M.U.R.P., Masters of Urban and Regional Planning, University of Colorado, 2011

B.A., Urban and Regional Planning, Miami University, 2009

Professional Affiliations

American Planning Association (APA), Colorado Chapter

Women's Transportation Seminar (WTS)

Certification

American Institute of Certified Planners (AICP)

Background

Kelly is a transportation planner with more than five years of municipal, county, state, and federal multimodal transportation planning experience. Kelly has successfully aided in the completion of many municipal transportation plans. She has led the public involvement efforts for multiple studies in Colorado and has a passion for engaging the public and stakeholders. She is also experienced with spatial analysis though her work on geographic information system (GIS) based analyses and database management.

Project Experience

NCRTD Long Range Transit Plan, New Mexico

The project was in the four-county area in northern New Mexico with a 15-member agency to develop a long-range plan that addresses future population and demographic changes and meets the transportation needs of these various communities. Kelly focused on facilitating a successful public outreach and stakeholder involvement process. This included preparing materials for distribution, as well as creating and conducting a survey related to user experience. Many of these materials were bi-lingual, which required additional coordination and preparation. Kelly also prepared for, and facilitated, small group meetings with project stakeholders.

Rio Metro RTD Strategic Vision, Albuquerque-Santa Fe, New Mexico

FHU led the transportation planning for development of this strategic plan. The Rio Metro RTD operates the Rail Runner regional commuter rail line between Albuquerque and Santa Fe and serves several other communities along the line. Kelly developed a technical assessment of Rio Metro Regional Transit District's existing transit operations and agency structure to inform a visioning process and aid in the development of a strategic long-range plan. The technical assessment identified opportunities to increase efficiency in service, to provide seamless service to users among various modes and providers, and to coordinate capital investment and leverage limited available funds.

US 85 PEL, Commerce City to Nunn, Colorado

The US 85 PEL corridor spans more than 62 miles of highway and impacts many local communities and counties. Kelly is currently leading the public outreach and stakeholder involvement process. This includes coordinating study sessions with more than fifteen agencies and preparing individualized, agency-specific materials for each session. This effort also includes developing materials for distribution to residents, elected officials, and other resource agencies. In addition to the public information and outreach effort, Kelly is leading the multimodal and transit alternatives evaluation process for inclusion in the final recommendations.

Kelly Leadbetter, AICP
Transportation Planner

Timnath Transportation Plan, Town of Timnath, Colorado

Transportation Planner responsible for outreach efforts including public surveys, public open house meetings, and final documentation for review by elected officials. Kelly coordinated resident involvement from initial visioning to final documentation, identified critical points for public involvement and applied appropriate methods of communication to gather information, and successfully orchestrated an informed outreach process.

Fort Collins Bicycle Master Plan, City of Fort Collins, Colorado

As a subconsultant team member, Kelly was instrumental in developing the implementation plan for the Fort Collins Bicycle Plan. A demand analysis was prepared to understand the spatial distribution of various community characteristics like population density, transit stations, community activity centers, and employment bases that tend to result in a higher demand for biking. The implementation plan includes action steps to realize the plan recommendations in concert with the City's capital improvement plan and maintenance programmed projects. The plan includes planning-level cost estimates for the improvement projects in the recommended low-stress bike network.

Meade County Transportation Plan Update, Mead County, South Dakota

Kelly managed the Transportation Plan Update for Meade County. Her responsibilities include identifying transportation issues based on accidents history; developing feasible solutions to address transportation issues and needs that meet current design standards and/or traffic level of service expectations; preparing for, and facilitating, advisory team and public meetings; and developing public survey to gather information regarding origin-destination, travel modes, and transportation needs. This project is an update to the previous plan that FHU conducted in 2009.

Centennial Ten-Year CIP Program Update, Centennial, Colorado

FHU worked with the City of Centennial, assisting the City with development of its Ten-Year CIP, to provide an implementation framework for the design and construction of future public improvements. Kelly was the project planner who led the evaluation and prioritization process, which assessed how well a project addressed the City's Transportation Master Plan goals and objectives. She evaluated 80+ projects, ranking each project based on how well it addressed each of the City's ten evaluation criteria.

High Line Canal Trail Grade Separation Feasibility Study, Arapahoe County, Colorado

Kelly was a planner responsible for evaluating nine crossings on the High Line Canal in Arapahoe County. She completed field work and an inventory of the existing infrastructure and trail use/operations of the Florida Avenue crossing, determining the opportunities and constraints at this location. Kelly worked with a team of designers to develop at-grade and underpass alternatives and then evaluated the benefits and costs of each alternative as each related to safety, functionality for trail users, impacts to motorists, as well as constructability, right-of-way impacts, and maintenance.

Rosemary Romero Consulting

building better communities through public involvement & decision-making, strategic planning, and conflict resolution

1350 San Juan Drive, Santa Fe NM 87505
505.982.9805 office 505.690.3016 cell romero.rosemary@gmail.com

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For the past three decades, Ms. Romero has designed and facilitated numerous public involvement projects, assessed the potential for neutral conflict resolution services in diverse cases, consulted with public and private organizations on the use of alternative dispute resolution techniques, trained hundreds of persons in negotiation and mediation and public involvement skills and promoted the use of mediation and facilitation in the environmental field and other public policy arenas that affect communities. She has facilitated controversial issues with various federal, state, local governments and nonprofit organizations and lead strategic planning efforts for numerous entities. As a native New Mexican, she brings a heightened awareness of cross-cultural issues in the resolution of disputes. She is the former President of Western Network a non-profit organization that developed an extensive practice centered on conflict resolution specific to natural resource issues such as water planning and land use planning. Ms. Romero completed four years as an elected City of Santa Fe Councilor and in that capacity served on several regional boards including the Chairmanship of the North Central Regional Transit District, Santa Fe Solid Waste Management Agency, and Santa Fe Regional Planning Authority while also serving on key City of Santa Fe committees. Ms. Romero has also served in other national leadership roles including Past President and current member of the Association for Conflict Resolution (ACR) the largest ADR membership organization in the United States.

Select Project Work:

2004 - 2016: Interstate Stream Commission: As a consultant to the Office of the State Engineer and Interstate Stream Commission, organized and developed regional water planning efforts throughout the state. The final regional water plan was developed by Taos County and accepted by the ISC was, the recipient of a statewide award by the Regional Water Planning Dialogue for stellar public involvement.

1998 – 2016: Collaborative Forest Restoration Program. In 1998 Ms. Romero worked with two other conservation organizations to design and facilitate day-long workshops with representatives from the logging industry, livestock associations, community organizations and other interested parties to develop a vision for forest health and restoration. The process allowed the diverse interest groups to share their individual perspectives in a constructive, non-threatening environment that helped build trust and working relationships. The process was the first of this type used by congressional staff to develop legislation in 2000. Romero continues her involvement through facilitation of the annual CFRP workshop for grantees and facilitation of the annual FACA (Federal Advisory Committee Act) Technical Advisory Committee reviewing proposals focused on forest health.

2012-2016: **American Friends Service Committee-New Mexico.** Evaluation of a 4 year long evaluation of a Kellogg Foundation project "Thriving Community Farmers, Healthy New Mexico Children" grant. The grant seeks to help the AFSC farmers training program improve community food environments affecting poor children of color and low-income families in three project areas in New Mexico.

2014 - 2016: Cibola/Carson/Lincoln National Forests. Travel Management Public Involvement; Forest Plan Revisions; endangered species; livestock; fire management.

2007-2008: Environmental Justice Taskforce - Facilitation of the Bernalillo County/City of Albuquerque Environmental Justice Taskforce. The Scope of the EJ Task Force was to develop recommendations to implement the EJ objectives of the Taskforce, i.e., immediate, short-term, and long-term recommendations; identify any barriers to implement recommendations; identify/develop check list or other qualitative analysis for EJ regarding air quality; identify existing models for analyzing cumulative effects. This has been a seven month long project and the final report was submitted March 2008.

2008: MolyCorp/Chevron Public Involvement. Co-Facilitator for an EPA funded project to facilitate public meetings in Questa, NM for development of a Remediation Plan for the Questa mine. In addition, Ms. Romero worked closely with MolyCorp staff and the Taos Community Foundation to develop a long-term community based fund for post-mine closure projects.

2005 – 2006: Upper Rio Grande Watershed: Development of a watershed restoration action strategy (WRAS) for the Upper Rio Grande Watershed. The project has included meeting with community members throughout Taos County, facilitation of agency meetings, interviews, and focused meetings in order to gather information on future projects that can be funded through NMED 319 grant monies to address water quality issues. The WRAS includes six sub-wrases (Rio Fernando, Rio Hondo, Pilar, Greater World, Rio Pueblo, Ranchos de Taos) that have been implemented at various degrees.

Educational Background: Associate of Arts Degree from Santa Fe Community College, attended the College of Santa Fe, Environmental Management Program and Antioch University, Yellow Springs, Ohio, Masters in Art Program for Environment & Community. Ms. Romero has received over 200 hours of mediation/facilitation/strategic planning training including Environmental Public Policy Mediation from CDR Associates; Collaborative Leadership for Community Problem-Solving and Visioning at SFCC; ICR Associates Strategic Planning.

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REQUIRED FORMS AND CERTIFICATIONS

ADDENDA

The undersigned acknowledges receipt of the following addenda to the document:

Addendum No. 1 , Dated 5/20/16

Addendum No. , Dated _____

Addendum No. , Dated _____

Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

The undersigned understands that any conditions stated above, clarifications made to above or information submitted on or with this form other than that requested, will render bid unresponsive.

Transportation Management & Design, Inc.

(Name of Individual, Partnership or Corporation)

1902 Wright Place, Suite 180 Carlsbad, CA 92008

(Address)

Russell Christine

(Authorized Signature)

President

(Title)

05-19-2016

(Date)

(760) 476-9600

(Telephone)

AGREEMENT OF GOODS and SERVICES

To: North Central Regional Transit NCRTD
1327 North Riverside Drive
Española, NM 87532

The undersigned hereby agrees to furnish the goods and services as listed below in accordance with the specifications which have been carefully examined and are attached.

Signed: Russell Chisholm

Printed Name: Russell Chisholm

Title: President

Date: 05-19-2016 Telephone: (760) 476-9600

For (Company): Transportation Management & Design, Inc.

Address: 1902 Wright Place, Suite 180 Carlsbad, CA 92008

!

CERTIFICATE OF NON COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1.! That I am the Bidder or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);

2.! That the attached bid has been arrived at by the Bidder independently and has been submitted without collusion and without any agreement, understanding, or planned course of action with any other vendor of materials, supplies, equipment, or service described in the Invitation for Bid, designed to limit independent bids or competition;

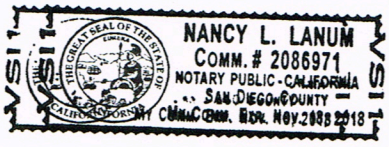
3.! That the contents of the bid has not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bidder, and will not be communicated to any such person prior to the official opening of the Proposals; and,

4.! That I have fully informed myself regarding the accuracy of the statement made in this affidavit.

Signed Russell Chisholm

Firm Name Transportation Management & Design, Inc.

Subscribed and sworn to me this nineteenth day of May 20 16, by Russell Chisholm, proved to me on the basis of satisfactory evidence to be the person that appeared before me.



State of California

County of San Diego

Nancy L. Lanum

Notary Public

My commission expires November 18, 2018,

Proposer's E.I. Number 33-082-5432

(Number used on employer's Quarterly Federal Tax Return)

AFFIRMATIVE ACTION PLAN CERTIFICATION

The undersigned hereby certifies that the business is in compliance with all federal affirmative action requirements applicable to the business.

Signature: Russell Chisholm

Typed Name: Russell Chisholm

Company: Transportation Management & Design, Inc.

Title: President

Date: 05-19-2016

Bidder's firm is: (check or complete all applicable boxes)

[ ] an individual

[ ] a partnership

[ ] a non-profit organization

[x] a corporation, incorporated under the laws of the State of California a limited liability corporation (LLC)

[ ] other, _____

!

CERTIFICATE OF NON COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1.! That I am the Bidder or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);

2.! That the attached bid has been arrived at by the Bidder independently and has been submitted without collusion and without any agreement, understanding, or planned course of action with any other vendor of materials, supplies, equipment, or service described in the Invitation for Bid, designed to limit independent bids or competition;

3.! That the contents of the bid has not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bidder, and will not be communicated to any such person prior to the official opening of the Proposals; and,

4.! That I have fully informed myself regarding the accuracy of the statement made in this affidavit.

Signed D. Holly Buck

Firm Name Felsburg Holt & Ullevig

Subscribed and sworn to me this 24th day of May 20 16, by D. Holly Buck, proved to me on the basis of satisfactory evidence to be the person that appeared before me.

State of Colorado

County of Arapahoe

Susan Woodside
Notary Public

SUSAN WOODSIDE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20154024899
MY COMMISSION EXPIRES 06/25/2019

My commission expires 06/25/2019

Proposer's E.I. Number 84-0965977
(Number used on employer's Quarterly Federal Tax Return)

AFFIRMATIVE ACTION PLAN CERTIFICATION

The undersigned hereby certifies that the business is in compliance with all federal affirmative action requirements applicable to the business.

Signature: D Holly Buck

Typed Name: D. Holly Buck, PE, PTP

Company: Felsburg Holt & Ullevig

Title: Principal

Date: 5/25/2016

Bidder's firm is: (check or complete all applicable boxes)

[ ] an individual

[ ] a partnership

[ ] a non-profit organization

☐ [X] a corporation, incorporated under the laws of the State of Colorado

_____ a limited liability corporation (LLC)

[ ] other, _____

AGREEMENT OF GOODS and SERVICES

To: North Central Regional Transit NCRTD
1327 North Riverside Drive
Española, NM 87532

The undersigned hereby agrees to furnish the goods and services as listed below in accordance with the specifications which have been carefully examined and are attached.

Signed: D. Holly Buck

Printed Name: D. Holly Buck, PE, PTP

Title: Principal

Date: 5/25/2016 Telephone: 303 721-1440

For (Company): Felsburg Holt & Ullevig

Address: 6300 S Syracuse Way, Ste 600, Centennial, CO 80111

!

CERTIFICATE OF NON COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1.! That I am the Bidder or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);

2.! That the attached bid has been arrived at by the Bidder independently and has been submitted without collusion and without any agreement, understanding, or planned course of action with any other vendor of materials, supplies, equipment, or service described in the Invitation for Bid, designed to limit independent bids or competition;

3.! That the contents of the bid has not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bidder, and will not be communicated to any such person prior to the official opening of the Proposals; and,

4.! That I have fully informed myself regarding the accuracy of the statement made in this affidavit.

Signed Rosemary Romero

Firm Name Rosemary Romero Consulting

Subscribed and sworn to me this 23rd day of May 2016, by Rosemary Romero, proved to me on the basis of satisfactory evidence to be the person that appeared before me.

State of New Mexico

County of Santa Fe

OFFICIAL SEAL
Hector Alex Orozco
NOTARY PUBLIC-State of New Mexico
My Commission Expires 9/25/18

Notary Public

My commission expires 9/25/18,

Proposer's E.I. Number 585-58-6467
(Number used on employer's Quarterly Federal Tax Return)

AFFIRMATIVE ACTION PLAN CERTIFICATION

The undersigned hereby certifies that the business is in compliance with all federal affirmative action requirements applicable to the business.

Signature: Rosemary Romero

Typed Name: Rosemary Romero

Company: Rosemary Romero Consulting

Title: Owner

Date: 5/24/16

Bidder's firm is: (check or complete all applicable boxes)

[X] an individual

[ ] a partnership

[ ] a non-profit organization

[ ] a corporation, incorporated under the laws of the State of _____ a limited liability corporation (LLC)

[ ] other, _____

AGREEMENT OF GOODS and SERVICES

To: North Central Regional Transit NCRTD
1327 North Riverside Drive
Española, NM 87532

The undersigned hereby agrees to furnish the goods and services as listed below in accordance with the specifications which have been carefully examined and are attached.

Signed: Rosemary Romero

Printed Name: Rosemary Romero

Title: OWNER

Date: 5/24/16 Telephone: 505 9829905

For (Company): ~~WZSE~~ Rosemary Romero Consulting

Address: 1350 San Mateo Drive
Santa Fe, N.M. 87505

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: July 8, 2016

Agenda Item - E

Title: Discussion and consideration of adoption of Resolution No. 2016-33 adopting the FY 17 Service Plans from the City of Santa Fe and Los Alamos County and acknowledging the Service Plan from the County of Santa Fe.

Prepared By: Anthony J. Mortillaro, NCRTD Executive Director

Summary: To discuss and consider for adoption the annual service plans for regional routes from the City of Santa Fe and Los Alamos County.

Background: Pursuant to the adopted Financial Policies of the District and the ballot initiative, Regional Transit (RT) Gross Receipts Tax (GRT) is to be used to expand regional public transit in the four county areas. Furthermore, the Financial Policies indicate that RT GRT revenues should be used to implement service plans approved by Board adopted resolution. The Financial Policies when adopted included the definition of when a regional route is considered to be eligible for funding by RT GRT. The only two member entities that operate their own transit system and provide routes that meet the definition of regional routes as defined in the Financial Policies are the City of Santa Fe and Los Alamos County. The attached resolutions submitted by these entities requests that RT GRT be provided for those same routes that have been deemed to meet the definition of regional in prior years. No expansion routes are requested by either entity. The funding allocation that was utilized to determine the amount of RT GRT that would be available in FY 2017 for allocation to these two entities was premised upon the same approved allocation method for RT GRT Revenues used in prior years and as adopted by the Board and incorporated into the Financial Policies.

The County of Santa Fe also adopted a transit service plan by Board of Commissioners resolution and which is attached hereto. Although the County is not required to adopt such a plan, since the RTD is the regional service planning entity and the provider of services for all of its members with the exception of transit planning for those entities that provide their own transit services. The adoption of this transit plan allows the County to convey to the District Board its confirmation of the existing RTD routes within Santa Fe County and express its desire for additional service. In the Santa Fe County resolution, they have indicated support for Route 299 La Cienega/Las Golondrinas and the Mountain Trail Route pilots. The FY 17 budget includes funds for both of these pilots. In addition, the June 2, 2016 Santa Fe County conveyance letter provides additional Commission input and requests service in the Glorieta-Canoncito area in the short-term and expansion of the current Turquoise Trail service

to include morning and evening peak times for the Cerrillos/Madrid/south NM14 area to accommodate resident commuters.

Recommended Action: It is recommended that the Board discuss and consider approval of Resolution No. 2016-33

Options/Alternatives: The Board may consider the following options/alternatives:

1. Take no action; or
2. Adoption of the recommendation; or
3. Provide further direction in relation to adoption of the service plans and then take action to adopt the resolution.

Fiscal Impact: The fiscal impact of adoption of the City of Santa Fe service plan and the Los Alamos County service plan for the provision of regional services is $2,412,300 which is $65,110 or 2.77% more than FY 16. Individually the District would compensate the City a total of $993,300.00 and Los Alamos County a total of $1,419,000.00 in FY 17. Costs associated with the funded routes in the County of Santa Fe provided by the District are integrated into the consolidated budget which also provides for routes in Rio Arriba County, Taos County and Los Alamos County. These funds have been budgeted and utilize a combination of GRT, Federal and Los Alamos County contributions. The Fiscal Year 2017 budget provided funded for all existing routes and several new pilot routes.

Attachments:

- NCRTD Board Resolution No. 2016-33
- City of Santa Fe Resolution No. 2016-38
- Los Alamos County Resolution No. 16-11
- County of Santa Fe Resolution No. 2016-58

North Central Regional Transit District (NCRTD)

Resolution No. 2016-33

ADOPTION OF THE FISCAL YEAR (FY) 17 ANNUAL SERVICE PLAN SUBMITTED BY THE CITY OF SANTA FE AND LOS ALAMOS COUNTY PROVIDING FOR SPECIFIC REGIONAL ROUTES FUNDED BY NCRTD REGIONAL TRANSIT GROSS RECEIPTS TAX (RTGRT)

WHEREAS, the NCRTD was created through legislative enactment (chapter 65, signed March 21, 2003); and

WHEREAS, the NCRTD is a sub-division of the State of New Mexico; and

WHEREAS, the NCRTD was approved and certified by the New Mexico Department of Transportation Commission September 14, 2004; and

WHEREAS, the NCRTD was created by agreement between the City of Española, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, San Juan Pueblo, Santa Clara Pueblo, the City of Santa Fe, Santa Fe County, Taos County and Tesuque Pueblo; and

WHEREAS, the NCRTD Financial Policies Adopted by Board Resolution No. 2011-10 on November 4, 2011 provide a definition of regional services which if approved by the Board of Directors and if recurring funds are available may be funded by the allocation of NCRTD RTGRT; and

WHEREAS, the NCRTD Financial Policies require that service plans from member entities that provide transit services and which have routes that will expand existing regional routes or add new regional routes must submit their Transit Service Plan and the proposed regional routes to be funded by NCRTD RTGRT to the Board of Directors for approval; and

WHEREAS, the City of Santa Fe and Los Alamos County operate their own transit systems and have had prior review and approval of the regional service routes contained in their transit service plans for FY 10, 11, 12, 13, 14,15, and 16; and

WHEREAS, the NCRTD Board of Directors approved on March 4, 2011 the standardization of the cost allocation methodology which is a nationally recognized method for determining administrative and operating costs associated with the delivery of transit routes and which is utilized by the City of Santa Fe, Los Alamos County and the NCRTD; and

WHEREAS, the NCRTD Board of Directors adopted Resolution No. 2013-04 on March 1, 2013 amending its Financial Policies to incorporate a formula for the annual allocation of RTGRT for existing regional services it approves on an annual basis; and

WHEREAS, the NCRTD Board of Directors has adopted a Fiscal Year 2017 budget utilizing the annual allocation formula for the apportionment of NCRTD RTGRT in the amount of $993,300.00 for existing City of Santa Fe provided routes that have been deemed to meet the definition of regional

services and which are incorporated into adopted City of Santa Fe Resolution No. 2016-38 Regional Service Transit Plan; and

WHEREAS, the NCRTD Board of Directors has also allocated in its Fiscal Year 2017 budget utilizing the annual allocation formula for the apportionment of NCRTD RTGRT in the amount of $1,419,000.00 for existing Los Alamos County provided routes that have been deemed to meet the definition of regional services, which are incorporated into the Los Alamos County adopted 2016 Service Transit Plan; and

WHEREAS, the NCRTD Board of Directors requires that Atomic City Transit and Santa Fe Trails whom are recipients of regional services funding provide acknowledgement and notice to their patrons utilizing the regional transit routes and services funded with NCRTD RTGRT ongoing prominent signage of the source of funding for these services in a fashion acceptable to the NCRTD Executive Director or his Designee; and

WHEREAS, the NCRTD Board of Directors acknowledges adopted Santa Fe County Resolution No. 2016-58 and their conveyance letter submitting their recommended transit service plan to the North Central Regional Transit District which is inclusive of existing NCRTD provided routes servicing Santa Fe County; and

WHEREAS, the NCRTD's 2014 adopted Five (5) Year Service Plan identifies routes to be provided by the District and future routes to be provided when sufficient recurring revenues are available; and

WHEREAS, the NCRTD Board adopted resolution No. 2009-13 provides the standards and practices for the implementation of new service routes to be operated by the District; and,

WHEREAS, the NCRTD Board of Directors in adoption of its Fiscal Year 2017 budget has provided funding from various revenue sources for the provision of and continuation of all existing routes and trial routes provided by the NCRTD serving the Counties of Santa Fe, Rio Arriba, Taos and Los Alamos; and,

NOW THEREFORE BE IT RESOLVED by the NCRTD that the Board of Directors approves the regional service plans for Fiscal Year 2017 as submitted by the City of Santa Fe and Los Alamos County and acknowledges the Transit Service Plan and requests submitted by Santa Fe County.

PASSED, APPROVED, AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 8th DAY OF July, 2016.

_____

Daniel Barrone, Chairman

Approved as to form:

_____

Peter Dwyer, Legal Counsel

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2016-38

INTRODUCED BY:

Councilor Joseph M. Maestas

A RESOLUTION

ENDORSING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT'S FY 2017 BUDGET PROPOSAL, APPROVING THE FY 2017 CITY OF SANTA FE REGIONAL TRANSIT PLAN AND DIRECTING STAFF TO SUBMIT THE CITY OF SANTA FE REGIONAL TRANSIT PLAN FOR FY 2017 TO THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT BOARD OF DIRECTORS FOR CONSIDERATION AND APPROVAL.

WHEREAS, the North Central Regional Transit District (hereinafter referred to as "NCRTD") was created in 2004 by agreement between the City of Espanola, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, San Juan Pueblo, Santa Clara Pueblo, the City of Santa Fe, Santa Fe County and Tesuque Pueblo; and

WHEREAS, NCRTD Resolution 2008-14 states that "in order to create a truly effective and efficient regional transit system that cooperatively and equitably serves north central New Mexico, the NCRTD believes that the City of Santa Fe should be a member of the District"; and

WHEREAS, as a result of City of Santa Fe Resolution 2008-87, the City of Santa Fe joined the NCRTD and soon thereafter expanded City delivered transit services to provide connecting

transportation to and from the Rail Runner, through funding made available by the NCRTD; and

WHEREAS, the City's expanded services include:

- Santa Fe Trails Route 22, serving the New Mexico 599 Rail Runner station as well as Rancho Viejo and Santa Fe Community College;
- Santa Fe Trails Routes 2 and 4, serving inbound and outbound Rail Runner trains at South Capitol station;
- Additional enhanced, or "special service", provided to accommodate visitors and residents alike, and meet increased demand for Rail Runner transfers, on Folk Art Market, Spanish Market, and Indian Market weekends, as well as annual community celebrations of Zozobra and the Canyon Road Farolito Walk;

WHEREAS, the existing services provided by Santa Fe Trails have been deemed to meet the definition of regional services as adopted by the NCRTD Board and incorporated into its financial policies as amended on November 4, 2011 by Board Resolution No. 2011-10; and

WHEREAS, the NCRTD has identified funding in their FY2017 budget proposal to keep the aforementioned regional services, operated by the City, funded and running through FY2017; and

WHEREAS, the NCRTD will reimburse the City for said regional transit services, upon receipt of invoices for service delivered, up to a FY 2017 total of $993,300.00; and

WHEREAS, the City of Santa Fe agreed to pay up to $25,000 to the NCRTD for the second year of the pilot Mountain Trail 255 Route, which will be deducted from the reimbursement to Santa Fe Trails on the first quarterly reimbursement request by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body hereby endorses the proposed FY2016 NCRTD budget that continues to fund regional transit services, and will fund up to $25,000 as identified above, that the City of Santa Fe currently provides on behalf of the NCRTD, and that the aforementioned routes compose and are approved as the City of Santa Fe Regional Transit Plan for

FY2017, and upon approval by the NCRTD Board of Directors, is incorporated in the NCRTD service plan.

PASSED, APPROVED, and ADOPTED this 11th day of May, 2016.

JAVIER GONZALES, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

KELLEY BRENNAN, CITY ATTORNEY

M/Legislation/Resolutions 2016/2016-38 NCRTD Transit FY2017

INCORPORATED COUNTY OF LOS ALAMOS RESOLUTION NO. 16-11

A RESOLUTION ENDORSING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT'S FY2017 BUDGET PROPOSAL, APPROVING THE FY2017 LOS ALAMOS COUNTY REGIONAL TRANSIT PLAN AND DIRECTING STAFF TO SUBMIT THE FY2017 LOS ALAMOS COUNTY REGIONAL TRANSIT PLAN TO THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT BOARD OF DIRECTORS FOR CONSIDERATION AND APPROVAL

WHEREAS, the North Central Regional Transit District (NCRTD) was created in 2004 by agreement between the City of Espanola, Incorporated County of Los Alamos, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, San Juan Pueblo, Santa Clara Pueblo, the City of Santa Fe, Santa Fe County and Tesuque Pueblo; and

WHEREAS, the District has subsequently added Nambé Pueblo, Taos County, the Town of Taos and the Town of Edgewood to its membership; and San Juan Pueblo is now known as Ohkay Owingeh; and

WHEREAS, regional transit gross receipts tax redistributed by NCRTD is an important and significant local funding source for transit and NCRTD has developed a funding allocation formula that allocates funding for regional transit services to Los Alamos County (County); and

WHEREAS, NCRTD Resolution 2009-07 states that "the NCRTD Board has the authority and duty to monitor the use of funds it furnishes to members, to coordinate the overall transportation policy within its service area, and to account to the State of New Mexico for its activities;" and

WHEREAS, the coordination of service plans with NCRTD is primary to an effective regional transit system; and

WHEREAS, each member shall submit locally approved service plans to the NCRTD Board in order for such plans to be included in the NCRTD Regional Service Plan, to ensure that transit services funded by the regional transit gross receipts tax meet the criteria established by NCRTD Resolution 2011-10, as amended, and that regional transit services are effectively coordinated by NCRTD; and

WHEREAS, the existing services provided by the County have been deemed to meet the definition of "regional public transit" as adopted by the NCRTD Board and incorporated into its financial policies by NCRTD Resolution 2011-10, as amended; and

WHEREAS, NCRTD has identified funding in its FY2017 budget proposal to keep the aforementioned regional services, operated by the County, funded and running through FY2017; and

WHEREAS, NCRTD will reimburse the County for said regional transit services, upon receipt of invoices for services delivered, up to a FY2017 total of $1,419,000.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE INCORPORATED COUNTY OF LOS ALAMOS that the Council hereby endorses the proposed FY2017 NCRTD budget that continues to fund regional transit services, as identified above, that the Incorporated County of Los Alamos currently provides on

behalf of NCRTD, and that the aforementioned regional services compose and are approved as the Los Alamos County Regional Transit Plan for FY2017, and upon approval by the NCRTD Board of Directors, are incorporated in the NCRTD Regional Service Plan.

PASSED AND ADOPTED this 14th day of June, 2016.

COUNCIL OF THE INCORPORATED
COUNTY OF LOS ALAMOS, NEW MEXICO

RICK REISS
COUNCIL CHAIR

ATTEST: (SEAL)

SHARON STOVER
LOS ALAMOS COUNTY CLERK

Smithson, Kenneth

From: Smithson, Kenneth
Sent: Tuesday, May 31, 2016 11:35 AM
To: Smithson, Kenneth
Subject: FW: FY 17 GRT Allocation

From: Anthony Mortillaro [mailto:anthonym@ncrtd.org]
Sent: Friday, April 01, 2016 8:41 AM
To: Shelton, Philo <philo.shelton@lacnm.us>
Subject: FY 17 GRT Allocation

Hi Philo,

Just wanted to let you know that the proposed FY 17 RTD GRT allocation for the County is $1,419,000 (slight increase from last year). I will need the submittal of the County's adopted FY 17 service plan and resolution no later than June 16. It would then be considered by the RTD Board at their July 10, meeting. Let me know if you have any questions.

Tony

Anthony J. Mortillaro
Executive Director
North Central Regional Transit District
505-629-4713 (direct)
505-690-7782 (cell)

The Unauthorized Disclosure or Interception of E-Mail is a Federal Crime. See 18 U.S.C. SEC 2517 (4). The information contained in this message may be privileged, confidential, and protected from disclosure. If you are not the intended recipient, or an employee, or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the message and deleting from your computer. Opinions, conclusions, and other information in this message that do not relate to official North Central Regional Transit District (NCRTD) business are those of the sender and are neither given nor endorsed by the NCRTD.

Los Alamos County (LAC) FY17 Service Plan
Submitted to the North Central Regional Transit District (NCRTD) for the Distribution of Transit Gross Receipts Tax

Submitted June 14, 2016

		FY17 Cost Estimates
Continuation of Existing NCRTD Funded Routes		
Route 2 White Rock (Park & Ride, White Rock & NCRTD Linked)	$	647,754
AM & PM Enhanced Services (Park & Ride and White Rock Linked)	$	693,163
Route 11 Afternoon Express (White Rock to Los Alamos)	$	55,453
Continuation of Existing NCRTD Routes:	**$**	**1,396,370**
LAC FY17 Billable Capital		
A combination of Local Share of Grant Capital Awards (Vehicles, Bus Shelters & Bus Stops, AVA System, Upgrades to Bus Shelters, and Bus Stop Improvements).	**$**	**288,000**
FY17 ESTIMATED BILLABLE:	**$**	**1,684,370**
FY17 NCRTD GRT BUDGETED FOR LAC:	$	1,419,000
Estimated Amount Underfunded in FY17:	$	(265,370)

Notes: Cost of routes and capital listed are estimates. Routes will be billed on a quarterly basis using the Allocated Cost Method, which allocates actual expenses by actual miles, hours, and vehicles. Actual costs of capital will be billed on a quarterly basis.

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3

Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

June 2, 2016

Anthony J. Mortillaro, Executive Director
North Central Regional Transit District
1327 N. Riverside Drive
Espanola, NM 87532

Dear Mr. Mortillaro:

This letter is to respectfully submit Resolution No. 2016-58 from the Santa Fe County Board of Commissioners (BCC) that adopts the FY 2017 Santa Fe County Transit Plan. This Resolution also directs staff to forward the plan to the North Central Regional Transit District (NCRTD). The 2017 Santa Fe County Transit Plan was reviewed and approved at the May 31, 2016 BCC meeting and is included as Exhibit A to the Resolution.

The Commission had several comments in relation to the presentation on the NCRTD Long Range Service Plan at the May 31 BCC meeting. These comments are listed below.

The Commission requests NCRTD consider providing transit service in the Glorieta-Canoncito area in the short term rather than in the 20 year time frame of the NCRTD Long Range Service Plan. A transit route in this area would provide service to residents in the County's east central area, users of the Senior Center and Meals On Wheels program, and commuters who travel east to Santa Fe for work.

The Commission also requested NCRTD expand the current Turquoise Trail service to include morning and evening peak times for the Cerrilos/Madrid/south NM14 area to accommodate resident commuters.

If you have questions or concerns on any of the above please contact Ray Matthew, Transportation Planner, at 995-2775.

Sincerely

Tony T. Flores
Deputy County Manager, Santa Fe County

Attachment: SFC BCC Resolution No. 2016-58

SFC RECORDED06/01/2016

SANTA FE COUNTY
RESOLUTION NO. 2016- 58

A RESOLUTION TO ADOPT THE SANTA FE COUNTY TRANSIT SERVICE PLAN FOR FY 2017 AND TO DIRECT STAFF TO SUBMIT THAT TRANSIT SERVICE PLAN TO THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT

WHEREAS, Santa Fe County Resolution 2003-108 states that multi-jurisdictional transportation systems would protect our environment and enhance energy efficiency, decrease congestion, decrease automobile accidents, reduce noise and air pollution and improve public health;

WHEREAS, the North Central Regional Transit District (NCRTD) was created by agreement of the City of Espanola, Los Alamos County, Pojoaque Pueblo, Rio Arriba County, San Ildefonso Pueblo, San Juan Pueblo, Santa Clara Pueblo, the City of Santa Fe, Santa Fe County (the County) and Tesuque Pueblo in 2004;

WHEREAS, Santa Fe County Ordinance 2008-14 which imposed a County Regional Transit Gross Receipts Tax of one eighth of one percent (.125%) states that "Revenue from the county regional transit gross receipts tax will be used for the management, construction or operation of a public transit system or for specific public transit projects or services pursuant to the Regional Transit District Act;

WHEREAS, the NCRTD considers Santa Fe County to be a critical participant in the regional transportation strategy and is willing to work closely with the County to assure that regional transportation needs are met and that the Rail Runner continues to be a well-used mode of public transportation;

WHEREAS, the 2015 Santa Fe County General Plan, the Sustainable Growth Management Plan, adopted by the Board of County Commissioners by Resolutions 2015-155 states under Policy 33.3 "Coordinate with RTD and other entities to evaluate public transit routes and enhance existing transit services (both to existing areas and to areas of new development) to match population demands and future growth to provide an efficient alternative to personal vehicle use;"

WHEREAS, for FY 2016 the NCRTD funded various transportation routes within Santa Fe County contained in the FY 2016 regional transit plan submitted to the NCRTD on behalf of the County and the City of Santa Fe;

WHEREAS, the NCRTD adopted a 2014 Transit Service Plan Update which was a five year plan identifying new services and future services and the routes described in the FY 2017 Santa Fe County Regional Transit Service Plan are consistent with that five year plan;

SFC RECORDED06/01/2016

WHEREAS, the NCRTD Board is requesting a FY2017 Santa Fe County Regional Transit Service Plan by June 16, of 2016 and this resolution is designed to respond to that request;

WHEREAS, Santa Fe County has considered the existing NCRTD Service Plan and the proposed NCRTD budget for FY2017 which indicates that there is sufficient funding to continue to provide service for all routes currently being funded by the regional gross receipts tax dollars and other federal grant money, including all of the existing routes in Santa Fe County; and

WHEREAS, the NCRTD FY 2017 budget includes two pilot routes which were included in the NCRTD FY 2016 budget, the La Cienega/Las Golondrinas route and the Santa Fe Ski Basin (Mountain Trail) route; and

WHEREAS, the Board of County Commissioners of Santa Fe County (BCC) desires for staff to submit to the NCRTD a Santa Fe County Regional Transit Plant including all routes currently being served in the County as well as the two new pilot routes.

NOW, THERFORE, BE IT RESOLVED AS FOLLOWS:

1. The BCC hereby adopts the FY 2017 Santa Fe County Regional Transit Plan attached hereto as Exhibit A;

2. The BCC hereby directs staff to submit the FY 2017 Santa Fe County Regional Transit Plan to the NCRTD.

PASSED, APPROVED AND ADOPTED THIS 31st **DAY OF MAY, 2016**

SANTA FE BOARD OF COUNTY COMMISSIONERS

Miguel M. Chavez

Miguel M. Chavez, Chair

ATTEST:

Geraldine Salazar

Geraldine Salazar, Santa Fe County Clerk

COUNTY CLERK SANTA FE COUNTY NEW MEXICO

APPROVED AS TO FORM:

Gregory S. Shaffer, County Attorney

SFC RECORDED06/01/2016

Exhibit A

Santa Fe County Transit Plan for FY 2017

ROUTES FUNDED BY NCRTD IN SANTA FE COUNTY

ROUTES FUNDED BY NCRTD - OPERATED BY SANTA FE TRAILS:

ROUTE 2 SHERIDAN ST., CERRILOS RD, SANTA FE PLACE
ROUTE 4 SHERIDAN ST., ST. FRANCIS, SANTA FE PLACE
ROUTE 22 - IAIA/SFCC, SUPER WALMART, NM 599 RR STATION
SANTA FE PICK–UP –SPECIALS, DOWNTOWN LOOP SHUTTLE

ROUTES FUNDED AND OPERATED BY NCRTD

ROUTE 150 CHIMAYO
ROUTE 160 SANTA CLARA
ROUTE 200 ESPANOLA TO SANTA FE
ROUTE 210 POJOAQUE –NAMBE TRIBAL
ROUTE 220 TESUQUE TRIBAL
ROUTE 230 SAN ILDEFONSO TRIBAL
ROUTE 270 TURQUOISE TRAIL/NM599
ROUTE 280 ELDORADO TO SANTA FE
ROUTE 290 EDGEWOOD TO SANTA FE
ROUTE 400 LOS ALAMOS TO POJOAQUE

NEW PILOT TRANSIT ROUTES IN SANTA FE COUNTY

ROUTE 260 LA CIENEGA/LAS GOLONDRINAS
Service began 3/28/2016, 6 month pilot route service scheduled to run to November 25, 2016. (Thereafter NCRTD will evaluate for continuation of service or any service changes.)

ROUTE 255 MOUNTAIN TRAIL (SANTA FE SKI BASIN SHUTTLE
Service from 9/26/2015 to 4/3/2016, resumes 7/1/2016 to 8/3/2017. (Thereafter NCRTD will evaluate for continuation of service or any service changes.)

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC RESOLUTIONS
PAGES: 3

I Hereby Certify That This Instrument Was Filed for Record On The 1ST Day Of June, 2016 at 08:50:46 AM And Was Duly Recorded as Instrument # 1795112 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM

COUNTY CLERK GERALDINE SALAZAR SANTA FE COUNTY NEW MEXICO

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: July 8, 2016

Agenda Item – F

Title: Resolution No. 2016-19, Revised Charter Service Policy

Prepared By: Annette Granillo, Transit Operations and Facilities Director

Summary: The proposed resolution revises the existing Charter Service Policy for the NCRTD. It clarifies the time period for counting member entity charter service fee waiver and how that chargeable charter fees are calculated. The Finance subcommittee reviewed these proposed changes and recommends approval by the Board.

Background: On June 5, 2015, the NCRTD Board of Directors approved Resolution 2015-20, revising the Charter Service Policy that complies with federal regulations, 49 CFR Part 604.5, providing the guidelines, under which a federally funded transit agency can provide charter service.

Since that time NCRTD has had numerous requests by community groups and Member entities for service. Upon further exploration of the revised charter policy was unclear on timing and cost of charter.

Recommended Action: It is recommended that the Board adopt Resolution No. 2016-19 adopting a revised Charter Service Policy.

Options/Alternatives:

- Take no action and continue under existing policy restrictions, (not recommended); or
- Adopt the resolution, (recommended).

Fiscal Impact: The estimated cost of charters was included in the FY2017 Budget and represent a minimal impact

Attachments:

- Resolution 2016-19
- Revised Charter Service Policy

North Central Regional Transit District (NCRTD)

Resolution No. 2016-19

ADOPTING A REVISED CHARTER SERVICE POLICY AND RESCINDING RESOLUTION 2015-20 DIRECTING THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT (NCRTD) TO PROVIDE CHARTER SERVICE IN THE BOUNDARIES OF THE NCRTD WITHIN COMPLIANCE OF THE FEDERAL TRANSIT ADMINISTRATION, DOT 49 CFR PART 604.5.

WHEREAS, the NCRTD was created through legislative enactment (NMSA 1978, Sections 73-25-1 through 73-25-19); and

WHEREAS, the NCRTD is a subdivision of the State of New Mexico with all the authority and duties of the same; and

WHEREAS, the Board has the authority to make and pass resolutions necessary for the execution of the powers vested in the District; and

WHEREAS, The Board recognizes by having a charter policy that provides for charter service for government officials, for Qualified Human Service Organizations (QHSO) for the purpose of serving persons, or for a significant number of handicapped passengers; with mobility limitations related to advanced age; with disabilities; or with low income, and for Member entities when no registered charter provider responds to notice.; and

WHEREAS, Member entities may be eligible for one (1) limited charter service per fiscal year at no charge for services; and

NOW THEREFORE BE IT RESOLVED, That the Board Rescinds Resolution 2015-20 the exiting Charter Service Policy and adopts Resolution 2016-19 a Revised Charter Service Policy that complies with Federal Regulations, 49 CFR PART 604.5.

PASSED APPROVED AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 8TH DAY OF JULY, 2016.

_____
Daniel R. Barrone, Chair

Approved as to form:

_____
Peter Dwyer, Counsel

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
CHARTER POLICY

PREAMBLE:

In accordance with federal regulations, 49 CFR Parts 604.5 - 604.12, and 604.14 NCRTD may provide charter service pursuant to federal regulations for government agencies and officials, (49 CFR 604.6) for specifically qualified human service organizations (QHSO) (49 CFR 604.7) for the purpose of serving persons with mobility limitations related to advanced age, with disabilities, or with low income, and for NCRTD Member entities (49 CFR 604.9), when no registered charter provider responds to notice. These regulations are collectively referred to herein as Community-Based Charter Services Regulations. Services rendered under this policy are referred to herein as Charter Services.

I. Charter Services Shall not Interfere with Existing Services

It is the general policy of the NCRTD to prioritize the consistent delivery of established NCRTD services set forth in the NCRTD's service plan. Charter Services are supplemental services and shall not preclude or interfere with the general NCRTD services set forth in the services plan. The NCRTD generally will consider applications for Charter Services in off-peak hours of operation (weekdays 9:00 a.m. to 3:00 p.m. and 6:00 p.m. to 12:00 a.m., or Saturdays, or Sundays). Applicants may seek Charter services at any time but should consider minimizing the impact on existing NCRTD services at the time of application.

II. Applications for Charter Service

Any person or organization may apply for NCRTD Charter Services by completing and application on a form prescribed by the NCRTD. A party requesting charter service must demonstrate eligibility, to do so under this policy and under the terms of the Community-Based Charter Services Regulations. Application for charter services shall at a minimum include:

A. The name of the applicant and the authority of the applicant as an agent for any organization receiving Charter Services;
B. The number of hours of estimated services requested;
C. The date, time and location of each specific pick up and drop off requested and a proposed route for the Charter Services;
D. An estimate of the number of passengers that will use the charter services;
E. Any event information that may be helpful in determining passenger, route, or safety issues;

F. Any fees or charges that may be assessed or collected for transit or transit related services whether by or for the NCRTD, or the applicant, or any third party;
G. Whether an existing registered charter provider is available to provide the service;
H. Whether notice has been issued pursuant to 49 CFR 604.9 and 604.14 to existing registered charter providers;
I. Supporting information regarding notices to registered charter providers showing the date of mailing or an explanation why notice has not been sent or is not required.
J. Supporting information to show whether the Applicant qualifies for exemption from the Community-Based Charter Services Regulations.
K. Any information necessary for the NCRTD to file a petition for an exception to federal charter service regulations;
L. Such other and additional information as may be required to comply with49 CFR 604.12 reporting requirements or any other requirements of the Community-Based Charter Services Regulations.

The Executive Director will designate an NCRTD staff person to handle inquiries for charter service. The NCRTD staff person will provide all applicants with forms, policies and information necessary to make application for Charter Services.

Applicants that are government agencies or non-profit organization may be required to provide certification of tax-exempt status.

When responding to a request by a Member entity, either the NCRTD Staff person or staff for the applicant shall issue a Notice of Charter Service to registered charter providers in accordance with 49 CFR Part 604.9. If no responses by registered charter providers are received, the NCRTD may provide Charter Services.

Charter Service routes will be determined by the NCRTD in consultation with the applicant.

Although applicants may be eligible for Charter Services, all Charter Services are discretionary and the NCRTD is only obligated to provide Charter Services pursuant to Charter Services Agreements.

III. Liability

All parties chartering NCRTD vehicles will be required to provide the NCRTD with insurance coverage, indemnification and other financial assurances as may be reasonably required by the NCRTD to ensure that it does not incur increased costs or liabilities from the operation of the charter

service.

IV. Seating Capacity

The seating capacity of NCRTD vehicles range from 12 to 44 seats. The NCRTD complies with the Americans with Disabilities Act (ADA), and is able to provide Wheel-chair equipped vehicles. NCRTD vehicles can accommodate and secure one or two wheel-chairs per vehicle but each wheel chair space reduces the vehicle seating capacity by 4 seats. Applicants should consider seating capacity needs at the time of application and inform the NCRTD in advance of any known seating capacity issues or ADA related needs.

V. NCRTD Charges for Charter Services

NCRTD Member entities may apply for one (1) limited charter service per fiscal year at no charge to the NCRTD Member entity, on a first come first serve basis with a projected total annual maximum of 150 hours of NCRTD charter service. All Charter Services are limited by and to the amount budgeted by the NCRTD for the services.

The hourly rate charged for charter service will be determined by the NCRTD and shall be in an amount as shown on the attached **Exhibit A**, which the NCRTD, through its Executive Director may, from time to time, amend. It is the intent of the NCRTD to minimize costs to NCRTD member entities but the NCRTD may charge more comprehensive costs to non-member entities.

Any additional charges incurred as direct expenses by the NCRTD including but not limited to tolls, parking fees, entrance fees, or other expenses shall be added to the hourly rate charge and reimbursed to the NCRTD by the applicant upon delivery of the Charter Services.

VI. Charter Services Contracts

Applicants receiving approval for Charter Services shall be required to enter into a Charter Service Agreement with the NCRTD. The NCRTD will provide an initial cost estimate at the time of entering into the Charter Services Contract. Incidental costs (as described above) may be added after the service has been provided. Each Charter Service Agreement shall require payment of 100% of the initial cost estimate is required when the Charter Service Agreement is signed. If need be, at the conclusion of the service, the chartering party will be invoiced for any outstanding costs above and beyond the initial cost estimate.

VII. Cancellations

The NCRTD will generally require a minimum of 48 hour notice in the event an applicant wishes to cancel Charter Services but notice should be given as soon as the applicant knows or believes it may cancel the service request in order to reduce costs and impacts on other NCRTD operations. In the event of inclement weather the NCRTD, in its sole discretion, may waive or modify this notice requirement or cancel the service where it deems the weather to pose unacceptable safety risks. Nothing herein shall be deemed to modify or waive specific requirements and obligations under a signed Charter Services Agreement and the NCRTD may hold a chartering party responsible for any costs it incurs due to delay in providing notice or cancellation of services.

VIII. Service Standards

Charter Services shall be delivered by the NCRTD pursuant to its current prevailing service standards. Applicants should inquire about any specific or special requirements for their Charter Services and any exceptions to general NCRTD service standards shall be set forth in the Charter Services Agreement.

In general the NCRTD:

A. Endeavors to maintain the time of arrival at points of destination but does not guarantee to arrive at or depart from any point at a specific time.
B. May incur delays caused by accidents, breakdowns, road conditions, storms and other circumstances beyond its control.
C. Assigns qualified operators that have been instructed to drive at a speed within limits prescribed by law, and compatible with safe operations.
D. Does not accept responsibility for personal property when left on the vehicle by passengers when disembarking.

IX. Equipment Vehicles

Wherever possible, requests for specific vehicles will be honored, but cannot be guaranteed. Should mechanical failure of equipment make it necessary for the replacement of a vehicle originally assigned to the service, the replacement vehicle may be of a different type. Every effort shall be made by NCRTD to provide equipment as similar to the original as possible.

X. Equipment Repairs

All costs of repairing damage to vehicles resulting from acts of members of the chartering party shall be charged to the chartering party.

XI. Baggage

NCRTD drivers generally do not check or handle passenger baggage, load passenger equipment or property unless required to do so in assisting with ADA compliance. Passengers may carry on their own baggage and property as long as the baggage can be safely stowed on the vehicle, or can be held or restrained by the passenger. Any property or baggage that creates, in the opinion of the operator of the vehicle or other NCRTD employee, a hazardous condition or is likely to damage the vehicle will not be transported. Flammable or other dangerous substances or articles shall not be brought on board the vehicle.

XII. Other NCRTD Restrictions

General passenger and service restriction imposed by other policies of the NCRTD shall apply to charter services including, but not limited to restriction on smoking, passenger conduct, firearms, alcohol, and all restrictions expressly posted on the vehicles.

XIII. Public Relations and Related Service

NCRTD may provide promotion and support for Charter Services as long as said services are consistent with the NCRTD's advertising policies and the additional services are agreed to in writing by the NCRTD and the applicant.

XIV. Volunteer or Donated Services

The NCRTD will not request volunteer drivers for any Charter Services and will not credit or discount Charter Services costs for any volunteer drivers utilized. It is the NCRTD's policy to only use NCRTD employees for Charter Services and any operation of NCRTD vehicles by volunteers or non-NCRTD employees shall require the prior written approval of the Executive Director.

XV. Non-Charter Services

The following services are not deemed Charter Services and may be provided notwithstanding the provisions of this Charter Services Policy.

A. Educational Events

NCRTD vehicles may be used for events during which NCRTD employees educate groups of people on how to use the NCRTD system. The use of a vehicle for this type of *event* needs to be requested by a senior staff member of the NCRTD and approved by the Transit Operations and Facilities Director. The Transit Operations and Facilities Director will confirm vehicle availability prior to approval. The Transit Operations and Facilities Director shall also verify and approve the educational nature of the event prior to approval.

B. Stationary Vehicles

NCRTD vehicles may be used for any *event* at which the vehicle will be stationary and no passengers will be carried. The use of a vehicle for this type of *event* needs only to be requested by a senior staff member of the NCRTD and approved by the Transit Operations and Facilities Director. The Transit Operations and Facilities Director will confirm vehicle availability prior to approval.

C. Parades

NCRTD vehicles may be used as a feature in a parade if the general public is not being carried and NCRTD is providing the vehicle free of charge. This service would need to be requested by the Public Information Officer and approved by the–Transit Operations and Facilities Director and the Executive Director. If NCRTD is charging for the use of the vehicle and/or the general public will be carried on the vehicle, the parade organizers must complete the charter services application process outlined *above.* The same hourly rate will be charged for parades as for any other charter service.

D. Supplementary Services

Any enhanced or supplemental service the NCRTD elects to provide which increases capacity on existing NCRTD fixed routes are deemed supplementary services and are not Charter Services.

EXHIBIT AB

RATE FORMULA

Driver Cost

Driver's Hourly Rate X 1.5 for overtime or 2.0 for holiday pay X the # of hours the service is needed (out of garage/in to garage) this equals base pay.

A factor of 61.20% is added for Social Security

A factor of 1.45% is added for Medicare

A factor of 9.15% is added for PERA

A factor of 1.666% is added for Retiree Health Care Insurance

A factor of 8.35% is added for Worker's Compensation Insurance

Fuel Costs

Depending on the size of bus being used, an hourly fuel charge is added;

12 passenger cutaway	$23.94 per hour
18 passenger bus	$24.07 per hour
28 passenger bus	$25.00 per hour
32 passenger bus	$25.00 per hour
40 passenger bus	$25.00 per hour

Indirect Costs

Unlike the regular rate charter service, there will be no 20% indirect cost added onto cover administrative costs, insurance and use of the bus. This omission will result in the reduced rate.

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: July 8, 2016

Agenda Item - G

Title: Operational Assessment of Town of Taos Routes Post-consolidation

Prepared By: Stacey McGuire, Planning, Projects and Grants Manager; Annette Granillo, Operations Director; Holly Winscott, Regional Transit Planner

Summary: Taos is the second largest community served by NCRTD, encompassing residents and visitors in Town and in neighboring communities such as Ranchos de Taos, Arroyo Seco, and El Prado. NCRTD and the Town of Taos Chile Line transit service consolidated July 1, 2015. At that time, NCRTD took over operations of 340 Chile Line Red, 341 TSV Green, 350 UNM Taos and Chile RIDE (paratransit). At the time of consolidation, NCRTD Board directed Staff to operate the Town of Taos routes "as is" for one year, with the only change being that the aforementioned fixed-routes become fare-free under the NCRTD. After said year, an operational assessment is to be provided to Board for further discussion and direction as to how to proceed in the future. (340 Chile Line Red, 350 UNM and Chile RIDE are included in this assessment; 341 TSV Green is being assessed on a stand-alone basis.)

Background: 340 Chile Line Red, which operates along Paseo del Pueblo and offers service through downtown Taos, saw the highest average ridership of any route in the NCRTD system in FY16. According to the NTD report submitted by the Town of Taos for FY14, there were 67,163 passenger trips. This averages to approximately 5,600 passenger trips a month. Comparatively, since the consolidation July 1, 2015, NCRTD has seen a steady rise in ridership to average approximately 5,900 passengers a month.

Popular stops on 340 Chile Line Red with high usage include:

-Ranchos Post Office
-Taos Pueblo
-Remax
-Smith's
-Y & F Services
- Taos County Administration building (Courthouse)
- Kit Carson Park
- Convention Center

Stops with lower usage include the following:

-Canon East
- Cielo Azul
- Weimer Rd.

Since consolidation, 350 UNM Taos route schedule has remained unchanged. Average monthly ridership varies between 140-280 trips, with ridership correlating directly to the school year. Ridership is spread throughout the existing schedule, however, the last trip sees very little to no consistent ridership.

Chile RIDE, the complementary paratransit service in the Town of Taos averages approximately 100 passenger trips every month. Chile RIDE, along with 340 Chile Line Red route has heard multiple requests from passengers for additional service on weekends.

Recommended Action: Overall service development and route planning are driven by the NCRTD 5 Year Service Plan Update and NCRTD Long-range Strategic Plan. Furthermore, NCRTD garners feedback from current passengers through systemwide rider surveys (recently completed) and periodic route-specific rider surveys.

Although there have been opportunities in the past for the public to provide input on NCRTD and its transit services in the context of its short- and long-term plans, Staff would like to garner additional feedback from the communities to better assess the current and future needs of the Town and County. As such, Staff recommends that a public meeting be set to capture perspectives of both current riders and non-riders. Staff would then return to Board with an overarching assessment of the transit services in the community and the current and futures needs.

Options/Alternatives:

- Option 1- Direct Staff to continue to operate the 340 Chile Line Red, 350 UNM Taos and Chile RIDE as is and do not attempt to gain more feedback regarding possible route modifications (not recommended); or
- Option 2- Direct Staff to continue to operate the 340 Chile Line Red, 350 UNM Taos and Chile RIDE as is and to hold a public community input meeting to further ascertain what current and future community needs are/will be and to return to the Board with a final assessment and recommendations. (recommended)

Fiscal Impact: Staff feels it is too premature to provide a fiscal impact statement at this time as additional community feedback will contribute to the route service development in the future.

Attachments:
n/a

Agenda Report
NCRTD Board of Directors Meeting
Meeting Date: July 8, 2016

Agenda Item - H

Title: Discussion and Possible Contingent Ratification of the Labor Agreement between Chauffer's, Teamsters and Helpers Local No. 492 and North Central Regional Transit District Effective July 1, 2016 through June 30, 2019

Prepared By: Anthony J. Mortillaro, Executive Director

Summary: The Union and the District commenced negotiations in May, 2016 and concluded on July 5, 2016 with a tentative contract that is presented for the Board's review and action. A total of 5 collective bargaining sessions lasting for numerous hours were held. The proposed labor agreement is scheduled to be voted on for ratification by the Union members by July 15, 2016, therefore the staff requests that the Boards approval be contingent upon the memberships ratification.

Major outcomes of the negotiations and modification of the existing Collective Bargaining Agreement (CBA) are as follows:

1. The Contract period was changed from 2 years to 36 months; starting July 1, 2016 through June 30, 2019.
2. The parties recognize the accretion of CSR II/Transit Software Specialist, Transit Driver ILL/Lead and Lead Customer Representative III/Lead Driver II as certified by PERLB No. 304-15.
3. The new draft clarifies that Union Stewards dues will be paid by the Union.
4. Seniority and Route bidding has changed and now requires identifying domiciles for the purpose of bidding by broad service area. Clarifications were made regarding out of licensure bidding and the district's right to assign employees to any vacant route in order to meet licensure requirements.
5. A general training standard was established.
6. The draft agreement clarifies when disciplinary actions can be requested to be removed from a personnel file and the lengthy of time that non-safety related written warnings can be used for the purposes of progressive discipline.
7. The draft agreement clarifies the required information to be included on the official grievance form.
8. The draft agreement sets a temperature standard for when outdoor washing of buses will not occur – 35 degrees or lower.
9. The parties clarified conditions that must be met in order to be eligible for Holiday pay.
10. Sick leave maximum accrual of 720 hours was included to coincide with Districts current maximum.
11. The draft agreement makes adjustments to the sick leave sell back program to clarify: 1.) the number of hours that must be accrued by the 13th month, 2.) that only 40 hours may be sold back,

3.) the required minimum leave balance after sell back, and 4.) that the hourly rate for sell back is based upon the hours used.

12. The draft clarifies the vacation selection process.
13. The agreement provides wage adjustment of 3.0% for Fiscal Year 2017 upon ratification. A 2.7% cost of living increase will be given in Fiscal Year 2018. A 2.7% cost of living increase will be given in Fiscal Year 2019.
14. Established an amount to be paid annually for longevity; 5-10 years of service will result in an annual longevity award of $312; 10 plus years of service will result in an annual longevity award of $728. For Fiscal Year 2017 the payment is only 50% of the amount to be paid in December. For Fiscal Year 2018 and 2019 the annual payment is the full amount noted above. Lastly, for purposes of determining eligibility for acquired system employees (Taos, Española) their date of hire with their prior organization will be utilized.
15. The draft agreement adds a "critical incident leave" provision to address situations where an employee is assaulted or experiences a traumatizing incident on the job and the conditions regarding use of such leave.
16. The parties agreed on language modifying the Personnel Rule 4.17 regarding Court Leave to include situations where an employee may be required to testify for a work related reason on behalf of the district.

Background: On February 27, 2012 the NCRTD received a request from Teamsters Local Union 492 indicating that the District's drivers/dispatchers were seeking representation and requesting voluntary recognition. The District in its response to this letter on March 9, 2012 indicated that the employees and Union should go through the formal process for the formation of a collective bargaining unit. The Public Employee Labor Relations Board (PELRB) conducted the process for formation of a collective bargaining unit and held an election on May 8, 2012. As a result of the election the required number of votes to form a collective bargaining unit was received and the PELRB certified the formation of a Bargaining Unit. The certification was subsequently approved by the PERLB Board. The District negotiated a CBA that was ratified by both parties in April 2013. This CBA included a wage reopener which was ratified by the parties in August 2013. The most recent CBA was ratified by the employees in July 2014 and expired on June 30, 2016. The proposed CBA for your consideration is the successor to that expired document.

Recommended Action: It is recommended that the Board consider ratification of the contract as presented and authorize the Executive Director to sign the agreement contingent upon ratification by the Union membership.

Options/Alternatives: The Board may consider the following options/alternatives:

1. Take no action and provide further instruction; or
2. Adoption of the recommendation; or
3. Deny ratification and give further instruction.

Fiscal Impact: Salary increases are budgeted on an annual basis. The FY 17 adopted budget included sufficient revenues to allow for the negotiated increases in wages for that year. The financial impact of the negotiated CBA over the three-year period (to the extent that staff can reasonably determine costs) is substantially in line with the Boards direction provided during the closed session related to preliminary collective bargaining session discussions.

Attachment(s):

- Draft Collective Bargaining Agreement

LABOR AGREEMENT

BETWEEN

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 492

AND

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

Whole Agreement in Effect

Effective July 1, 20~~14~~ 16 through June 30, 20~~16~~ 19

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PREAMBLE

THIS AGREEMENT is entered into by and between NORTH CENTRAL REGIONAL TRANSIT DISTRICT (hereinafter referred to as the "Employer" or "District") and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 492, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the "Union") pursuant to the applicable Public Employee Bargaining Act (PEBA)

ARTICLE 1:

RECOGNITION

A. The Employer recognizes the Union as the exclusive bargaining representative for all employees in the classifications herein. The unit includes all non-probationary full time and part time Transit Operators and Driver/Dispatchers employed by the Employer at its New Mexico facilities as certified in PELRB No. 303-12. In addition, per the Letter of Understanding dated June 20, 2015 between the Employer and Union the following job titles were accreted into the existing bargaining unit: Customer Service Representative II/Transit Software Specialist, Transit Driver III/Lead and Lead Customer Service Representative III/Driver II as certified by PERLB No. 304-15. Excluded are all other employees including managerial, confidential, supervisors, and "limited term", "emergency appointment"," or "rider/driver" employees as defined therein.

B. Work historically performed or afterward assigned to the bargaining unit will remain with the unit. Additions to the workforce, including new classifications will be added provided they are within the job classification of those positions deemed to be included as covered unit positions.

C. The Union and Employer recognize the mission, goals and obligations of the North Central Regional Transit District as a provider of transit services to the citizens of the Counties of Taos, Rio Arriba, Santa Fe and Los Alamos through its employees. The best possible services and programs will be provided consistent with available resources. The Employer and the Union agree to uphold the wellbeing and care of the North Central Regional Transit District's constituents.

D. The Employer and Union recognize that it is in the best interest of the parties, the employees and the public that all dealings between the parties continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Employer and Union, and their respective representatives at all levels, will apply the terms of this Agreement fairly in accord with its intent and meaning, and consistent with the Union's status as exclusive bargaining representative of all employees in the bargaining unit. The parties shall bring to the attention of all employees in the bargaining unit (including new hires) their purpose to conduct themselves in a spirit of responsibility and respect.

E. The purpose of this Agreement is to establish reasonable terms and conditions of employment for employees covered herein and a means of amicable and equitable adjustment of any and all differences or grievances, which may arise under the provisions of this Agreement. All of the parties hereto believe and affirm that this Agreement will ensure the welfare and benefit of the constituents of the North Central Regional Transit District.

MANAGEMENT RIGHTS

It is agreed that, except as expressly modified by the terms of this Agreement, the Employer exclusively retains all customary, usual and exclusive rights, functions, prerogatives and authority connected with or incident to its responsibility to manage the affairs of the District without the need or obligation to bargain further with respect to any such subjects or the effects thereof or the exercise of its discretion and decision making authority.

The exclusive prerogatives, functions and rights of the District include but shall not be limited to the following:

1. Determine the mission, budget, organization and number of employees allocated by position to meet the minimum staffing levels of its operations and departments;

2. Determine qualifications for employment; validate content of examinations; make requests for position audits and reclassifications; and ensure that best practices exist for the recruitment, interviewing and selection of applicants;

3. Direct employees and evaluate their performance based on standards of work established by the Employer;

4. Make assignments, transfer, or retain employees in positions, and make determination of job duties;

5. Provide reasonable rules and regulations governing the conduct of employees;

6. Provide reasonable standards and rules for employees' safety;

7. Determine the location and operation of its facilities;

8. Determine standards for work, hiring, promotion, transfer, assignment and retention of employees in positions;

9. Initiate corrective and/or disciplinary action including, but not limited to, coaching and guidance, written reprimands, suspensions, demotions, alternate forms of discipline, transfers and terminations;

10. Determine scheduling and all other actions necessary to carry out the Employer's functions;

11. Relieve an employee from his/her duties because of lack of funds or other legitimate reason;

12. Maintain efficiency of government operations; determine methods, means, equipment and personnel by which the Employer's operations are to be conducted;

13. In cases of an emergency or declared disaster, take such actions as may be necessary to carry out the missions of the Employer that might not implicitly follow all articles in this Agreement; and

14. Act in furtherance of all other duties and responsibilities set forth in the Constitution, federal laws, state statutes, administrative regulations, and executive orders of the Governor, as well as North Central Regional Transit District Resolutions, and Personnel Rules and Regulations.

This list is not an all-inclusive list of all of the District's rights, functions, prerogatives or authority, but only serves a general guide. The District expressly reserves, and the Union agrees, that the District retains all customary, usual and exclusive rights as set out in in this paragraph of this Agreement, unless expressly set forth to the contrary in this Agreement.

DRUG AND ALCOHOL TESTING

A. CDL Drug and Alcohol Testing

The provisions of the North Central Regional Transit Districts Drug and Alcohol policy as may be amended are hereby incorporated. Unilateral amendment by the District pursuant to changes in federal laws will not be prohibited.

B. Reasonable Suspicion Drug and Alcohol Testing Policy

The provisions of the District's Drug and Alcohol Policy are hereby incorporated. Unilateral amendment by the District pursuant to changes in federal laws will not be prohibited.

ARTICLE 2

UNION MEMBERSHIP

SECTION 1 - Fair Share

A. While the parties acknowledge that it is the right of each bargaining unit employee to either participate and voluntarily pay membership dues to the exclusive representative or opt out of any and all Union activities, it is also acknowledged that bargaining unit employee's wages, benefits and working conditions obtained through this contract have been obtained through the collective bargaining process as permitted by law. It is also acknowledged that both parties expend their own funds to implement this collective bargaining process. NMSA 1978, Section 10-7E-4 (J) expressly recognizes and defines "fair share" for purposes of New Mexico law, and that legislative enactment is accepted by the parties as a legislative assessment of the State of New Mexico that fair share is an appropriate means of promoting labor peace and preventing free riding. "Fair Share" payment shall be based on United States and New Mexico statutes and case law, including but not limited to all expenditures incurred by the labor organization in negotiating the contract applicable to all employees in the appropriate bargaining unit.

B. It shall be a condition of employment that all employees of the District covered by this agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, and those who are not members on the effective date of this Agreement, shall on the thirty first (31st) day following the effective date of this Agreement, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by this agreement, hired on or after its effective date, shall on the thirty first (31st) day following the beginning of such employment, become and remain a member in good standing of the Union or make "fair share" payments in accordance with the rule set forth in PEBA Section 4-E.

C. The Local Union will pay Union Dues on behalf of Union Stewards not to include Alternate Stewards.

SECTION 2 - Notification

The District agrees to notify the Union of all new employees hired and all employees leaving on a monthly basis. The Union shall be notified by fax or e-mail of any employees who are laid off or discharged within five (5) working days.

SECTION 3 - Payment of Union Dues

For the convenience of the Union the District agrees to deduct from those employees' wages, dues and initiation fees payable to the Union upon receiving written authorization from employees through an executed authorization card authorizing such deductions, commencing for the month in which the District receives such written authority. If an employee has insufficient earnings for the pay period, no payroll deductions for dues will be made for that employee for that pay period. The

District shall forward any and all amounts so deducted to the Union by the end of the month in which said amounts are billed.

The Union shall indemnify, defend, save and hold the District harmless against any and all demands, suits, claims or other forms of liability that shall arise out of, or result from any action taken by the District for the purpose of complying with the provisions of this Section.

SECTION 4 - Bulletin Boards

The Union will provide a bulletin board in each building that conforms to the aesthetic standards of the building(s) for the exclusive use of the Union. All bulletin boards will be installed by District's facility maintenance staff. Postings by the Union on such boards or otherwise disseminated are to be confined to official business of the Union. Such notices shall not include religious, political, derogatory, inflammatory, or discriminatory notices. Nor will such notices be used to criticize the District, and any of the Districts policies, practices or procedures, any District Officials or management staff, or any District employee or Board Members. Violation of this provision will result in the loss of this privilege.

SECTION 5 - Union Access

Authorized representatives of the Union will be given reasonable access to the Employer's establishment for the purpose of investigating and handling grievances after giving appropriate notice to the Executive Director or his designee. The Union and Executive Director or his designee will agree on a mutual time that such activities will not interfere with operational requirements of the District. Any such meeting with bargaining unit members shall be held in non-work areas, including break rooms, and at non-work times. In this connection, the Union agrees to furnish the Employer with the names of authorized representatives for the purpose of this Article and only those persons shall be given access to the Employer's premises upon reasonable notice.

SECTION 6 -Non-Discrimination and Fair Treatment

A. Compliance with Laws

The provisions of this Agreement shall be applied equally to all employees without discrimination as to race, creed, color, religion, national origin, political affiliation, membership in the Union, age, sex, marital status, or sensory, mental, or physical handicap or disability, except where such characteristics are a bona fide occupational qualification. Both the Employer and the Union agree to comply with all state and federal employment laws, including the Public Employees Bargaining Act (PEBA).

A. District/Union Responsibilities

The Union and the District shall share equally in the responsibility for applying this provision of the Agreement.

B. Remedies

Employees who believe they have been the subject of discrimination are encouraged to utilize the District's internal complaint procedures prior to seeking relief through external agencies.

This Section shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

ARTICLE 3

SUCCESSORS

The Employer's obligations under this Agreement shall be binding upon its successors, administrators, executors and assignees.

ARTICLE 4

SENIORITY

SECTION 1 - Seniority List

(a) The District shall prepare a seniority list of all regular employees covered by this Agreement by work domicile as defined below. The District shall furnish a copy of this list to the Union on an annual basis or upon revision. The seniority list will show each employees date of hire with the District and if applicable, such employee's seniority within the domicile. Date of hire seniority shall determine layoffs, recalls, work schedules and vacation selection.

(b) Española and Taos shall maintain separate "domicile*" seniority rosters. Employees transferring** from their hired domicile location to any other "domicile*" location, will have a new roster seniority date (starting at the bottom of the roster) of the domicile location the employee transfers** to. They will maintain their overall Company seniority for all other benefits. Those on Taos "domicile" runs as of June 13, 2016, will be on the Taos Roster. All others will be on the Española Roster. In the event that the District acquires land and/or facilities in Santa Fe or in other locations within the District's service area, the District has the right to establish new domicile location(s) and seniority rosters associated therewith. The District will provide an updated roster to the Union for any affected domicile.

*Domicile location is defined as either the Española Headquarters or the Taos Bus Facilities yard.

**Transfers to other domiciles are only available upon a vacancy and District approval.

Date of hire seniority shall indicate the most recent date of hire as an employee performing covered work in a position falling within the scope of the bargaining unit and shall determine eligibility for new job transfers, vacation accrual and pay progression

(c) Where two (2) or more employees have the same seniority date for determining job rights, the tie shall be broken with seniority based on the highest number of the last four (4) digits of the social security number (the highest number would be 9999, the lowest 0000). A tie will be settled by the toss of a coin.

SECTION 2 - Probationary Period

Every new or re-employed employee will be a probationary employee for a period of six (6) calendar months from the date of hire, or re-employment and the continued employment of such probationary employee shall be at the exclusive discretion of the Employer.

Probationary employees are not covered by this Agreement.

Probationary employees may be terminated with or without cause and probationary employees will have no recourse to the grievance/arbitration procedure. Seniority shall be accrued during the probationary period but shall not be acquired until completion of such probationary period. Temporary and or "limited term" employees who are hired as permanent employees will have their temporary service calculated as probationary time and shall not serve an additional probationary

period once six (6) calendar months are completed. If leave without pay is taken during the probationary period, the probationary period shall be extended by the number of days of leave.

SECTION 3 - Loss of Seniority

An employee shall lose all seniority and their name shall be removed from the seniority list upon occurrence of any of the following events:

a) Voluntary resignation or retirement from the District;
b) Discharge for just cause;
c) Illness, disability or layoff for a continuous period of time in excess of twelve (12) months.
d) Transfer or promotion to a non-bargaining unit position. However, in the event of a temporary transfer or promotion for less than six (6) months there will be no loss of seniority upon returning to their previous classification.

ARTICLE 5

FILLING JOB VACANCIES, BIDDING AND TRAINING

SECTION 1- Filling Job Vacancies

All job vacancies which occur, within a classification, of more than thirty (30) days anticipated duration, will be posted on designated District bulletin boards for a minimum period of ten (10) calendar days.

Each job vacancy posting will state the number of jobs to be filled, the classification, job category, work week, route, shift, starting times and days off involved. The posting will also list the qualifications necessary to adequately perform the job, the name of the individual to whom all applications must be submitted and a final date and time after which applications will no longer be accepted.

In filling jobs under the procedure provided herein, if the qualifications of the employees applying for the position are essentially equal seniority will govern. External advertisement of vacant positions may occur concurrently at the Districts discretion and may be filled in accordance with the Districts hiring practices.

SECTION 2 - Bidding

A) General Bid

A general bid shall be conducted on a semi-annual basis (effective in the month of March and in the Month of September) for all routes which are run on regular basis. Bid routes shall be posted for a minimum of five (5) calendar days. The bidding will be governed by seniority. If a driver bids a route in a location other than their regular domicile location, the provision of mileage reimbursement in Addendum #1 of this Agreement will not apply.

Domicile location is defined as either the Espanola Headquarters or Taos Bus Facilities yard. Employees will only bid on routes within their current domicile. However, the Union recognizes that the District retains the sole right to assign appropriately licensed employees to any vacant route requiring such licensing.

B) Special Bid

When routes and run times are significantly changed during a regular bid cycle and that effect's a major portion of the routes, then a special bid will take place in the same manner as a general bid. The exception is for cases where a temporary or a trial route is started or minor time adjustments, not to exceed thirty (30) minutes are made to an existing route(s), then no special bid will be required. Management will notify the driver(s) in advance of such changes. However, if the affected driver does have an issue with the time adjustment in excess of the 30 minutes then the affected

driver may request a re-bid. In the event of a re-bid request then only those routes operated by Drivers of less seniority will be re-bid. During the cycle, management may staff temporary routes with available temps or bid relief route drivers as needed until the next scheduled general bid.

SECTION 3 - Training

The District will use its best efforts to provide training consistent with efficient operations which will enhance promotional opportunities for current employees.

All Drivers that successfully bid a new route will be trained on that route and will not be held accountable until after the employee and the Company mutually agree in writing that the employee has learned the route.

SECTION 4 - Show up pay

Employees scheduled to report for work and who report for work in accordance with said schedule without having been notified prior to leaving home not to report for work shall receive a minimum guarantee of two (2) hours work or two (2) hours pay. It shall be the District's sole decision as to whether the employee will be required to work when they report to work. Show up pay shall not be considered as hours worked for the purpose of computing overtime. Actual hours worked under this provision may be counted for the purposes of computing overtime.

ARTICLE 6

LAYOFF AND RECALL

Should any layoff be necessary as determined in the sole discretion of the Employer in the bargaining Unit classification and there are no employees classified as probationary employees within the classification, then the last permanent employee hired in the classification will be the first person laid off and so on. Any employee being laid off will be given five (5) workdays written notice. An employee receiving proper notice of layoff may at their option, accept layoff, or within the next three (3) working days may exercise their seniority to bump any junior employee assigned to an equal or lower classification that the bumping employee is qualified to work in.

Re-employment and/or recall to the classification will be accomplished in seniority order among all employees that were laid off or bumped from such classification.

The employee is required to provide the correct mailing address or other appropriate contact information (i.e. phone number or e-mail address) as a condition of maintaining any recall rights.

The District may not fill any bargaining unit position without first offering the position to qualified laid-off bargaining unit employees in order of District seniority. The District must give notice in writing to laid-off employees of recall opportunities.

Recalled employees must give notice of acceptance or refusal of the position within five (5) work days, and if accepted, report for work within two (2) weeks of the date they were notified of the available position.

The District will have met its recall obligation by sending the recall notice via certified U.S. Mail, return receipt requested, or other appropriate contact method, to the last known address provided by the employee to the Human Resources Office.

After twelve (12) consecutive months on layoff status, the District shall have no further recall or employment obligation to the laid-off employee.

ARTICLE 7

GENERAL DISCHARGE OR SUSPENSION

***Any reference to day or days within this article means work day or days and shall include normal dates of operation and excludes weekends and holiday.**

Section 1 - Oral /Written Reprimand

A. The District may reprimand an employee for just cause. Oral Reprimands may be documented on a form prescribed by the Executive Director. Written reprimands may be issued for just cause by the Executive Director with or without a recommendation of the direct supervisor. Written reprimands, to be considered valid must be issued within ten (10) days exclusive of Saturdays, Sundays and holidays after the occurrence or discovery of the violation claimed by the Employer in the reprimand. Written reprimands must be specific and not general in nature as to the alleged violation (i.e. date, time, place, and nature of the violation). Oral and written reprimands may not be grieved.

B. If after six (6) months from the effective date of an oral reprimand the employee has shown improvement and no other infraction has occurred, he/she may request that documentation of the Oral reprimand be removed from his/her personnel file. Such requests should be made to the Executive Director and approved by the respective supervisor.

C. An employee upon sustained improvement may request in writing that a written reprimand that does not involve a suspension without pay be removed from their personnel file after a period of more than twelve (12) months from the date of the occurrence which gave rise to the reprimand has expired, unless such reprimand is tied to an additional or ongoing disciplinary issue.

D. After twenty-four (24) months and upon sustained improvement, non-safety related written warnings will not be used (or be considered active) in the determination of progressive discipline unless such a reprimand is tied to an additional or ongoing disciplinary issue (s).

Section 2 - Dismissal or Suspension Procedures

A. Dismissal. A dismissal is separation of an employee from his/her employment with or without cause.

i. If the District believes a situation exists requiring the immediate termination or removal from the job site of an employee, the District should carefully document the reasons for such a decision. Ground for immediate dismissal shall be:

1. Intoxication, drinking intoxicating beverages, or possession or use of illegal drugs while on duty or on the District's premises, facilities or fleet, or arriving on the job under the influence of intoxicating beverages or drugs.

2. Misuse of drugs.

3. Dishonesty or mishandling of District revenues or resources.

4. Insubordination.

5. Striking or abusing a supervisor, customer or fellow employee.

B. Suspension. A suspension is the temporary removal of an employee from his/her work assignment without pay.

C. Employees who have successfully completed their probationary period may be dismissed (immediate dismissal for those items noted above) or suspended only for just cause. Just cause includes, but is not limited to:

1. Violation of or failure to comply with the Federal or State Constitution, Statutes, or District Policies, District Rules and Regulations and District Resolutions;

2. Indictment by a grand jury;

3. Conviction of or entrance of a plea of guilty or nolo contendere to a felony or other crime which has or may have a material adverse effect on the employee's ability to carry out their duties or upon the reputation of the District;

4. Careless, negligent, or improper use of District property, equipment, or funds;

5. Insubordination, which shall consist of violation of any official regulation or order or failure to obey, comply or accept any proper directions made and given by a supervisor in the course of employment, or any verbal ridicule of a supervisor by an employee during the course of employment;

6. Inefficiency, incompetence or negligence in the performance of assigned job duties or failure to perform job requirements or job performance which continues to be unsatisfactory;

7. Disorderly conduct or threats or abuse of others;

8. Chronic tardiness or absenteeism, or the improper or unauthorized use of leave privileges or benefits;

9. Stealing from the District or from other employees;

10. Taking unauthorized leave or job abandonment.

11. Failure to obtain and maintain a current license or certificate required as a condition of employment;

12. Intentional falsification or mishandling of District records;

13. Fraud in securing employment with the District or attempting to secure a promotion or a position by political influence;

14. Unauthorized or illegal use, sale, or possession of alcohol or illegal drugs, or being under the influence of such substances while on duty;

15. Gambling for money or articles of value during the working period;

16. Unauthorized discussion or release of confidential information documents or records;

17. Harassment and/or discriminatory behavior towards any person because of race, color, religion, gender, sexual orientation, gender identity, age, national origin, and disability; or

18. Action which reflects poorly upon the integrity of the District.

D. The dismissal or suspension of an employee shall be accomplished according to the following procedures:

1. Notice of Contemplated Action:

2. To initiate the suspension or dismissal, the Supervisor shall serve a notice of contemplated action on the employee which: describes the conduct, action, or omissions which form the basis for the contemplated action; gives a general explanation of the evidence the Supervisor has; specifies what the contemplated action is; and states the date, time and place of the predetermination meeting, and that the employee may waive the right to the meeting by notifying the Supervisor in writing prior to the start of the meeting.

3. At the predetermination meeting the employee shall briefly have the grounds and the proposed action explained to him/her and shall have the right to respond. The purpose of the response is an opportunity for the employee to present his or her side of the story. It is an initial check against mistaken decisions, essentially a determination of whether there are reasonable grounds to believe that the charges against the employee are true and support the proposed action. The employee shall have the right to representation and the meeting may be recorded by either party.

4. Within ten (10) days from the date of the predetermination meeting, the Supervisor or designee shall notify the employee in writing if no disciplinary action will be taken.

5. Supervisor's Disciplinary Decision: If a decision is made to proceed with the disciplinary action, the Supervisor or designee shall serve the employee with a Disciplinary/Corrective Action Form and supporting documentation within ten (10) days from the date of the predetermination

meeting. If it cannot be delivered personally, it will be sent by certified mail, with return receipt requested, to the employee's last address on record.

a. The Notice of Proposed Disciplinary Action shall state what disciplinary action is being recommended and when the proposed action will take effect.

b. No disciplinary action shall be final until the Executive Director has approved and signed the Disciplinary/Corrective Action Form.

8. The Written Notice of Final Decision must:

a. Document the date, time and place of the predetermination meeting;

b. Identify the specific misconduct;

c. Specify the disciplinary action, if any, to be taken;

d. Specify the effective date of the dismissal or suspension which must be at least ten (10) days after the date of the Written Notice of Final Decision (during this ten (10) day period the Executive Director may place the employee on paid administrative leave if deemed in the best interest of the District);

e. Be delivered personally to the employee by the employer or by certified mail, with return receipt requested, to the employee's last address on record.

f. The Executive Director may, when deemed in the best interest of the District, extend the time limit for providing the employee with the Notice of Final Decision.

g. Employees who have been dismissed from employment for disciplinary reasons shall not be eligible for rehire.

ARTICLE 8

GRIEVANCE AND ARBITRATION

Section 1- Grievances

A. A "grievance" is an allegation made by the Union against the Employer that a violation, misapplication or misinterpretation of any provision of this Agreement has occurred.

B. Any reference to day or days within this article means work day or days and shall include normal dates of operation and excludes weekends and holiday.

C. The Union may file grievances on its own behalf, or on behalf of an employee or group of employees covered by this Agreement.

D. An individual employee may file a grievance under the provisions of this article and have it adjusted without the intervention of the Union as long as:

1. The adjustment is consistent with the terms of this Agreement;
2. At any hearing or meeting on a grievance brought forward by an individual employee, and who has not requested the intervention of the Union, the Union shall still be afforded the opportunity to be present and make its views known.

3. An individual employee may not invoke arbitration under this article.

E. Before filing a formal grievance under the procedures established in this Article, employees are encouraged to try and resolve any issues with their immediate supervisor and if not, with their next level manager.

F. Grievances initiated by an employee or by the Union shall be filed within ten (10) days of the day after the grievant was aware, or reasonably could have become aware, of the provision in the Agreement that allegedly was being violated.

G. The Employer, Union, and/or employee shall make an effort to hand deliver any Grievance documentation, correspondence, memos and/or forms as outlined in this article and shall be considered served immediately upon hand delivery. In cases where hand-delivery is not possible, such materials shall be mailed priority, certified return receipt requested, and shall be considered served on the date of postmark by the U.S. Postal Service.

Section 2 - Steps in the Grievance Procedure

A. All steps in the formal grievance process must be documented in writing via an Official Grievance Form. Employees and/or the Union must submit grievances in writing that include the specific details of what provision(s) in the Agreement was violated, and how and when it was violated. The Form is attached as Exhibit C.

B. The Official Grievance Form shall include the following information:

1. The employee's name, job title and work site;
2. ~~The name, address and telephone number of the Union representative, if any;~~

~~3~~2. The article(s) of the Agreement alleged to have been violated;
~~4~~.3 The date of the violation;
~~5~~.4 How the violation occurred: The grievant shall provide a detailed description of all the event(s) that resulted in specific violation and all the persons responsible for the violation;
~~6~~.5 The relief requested; and
~~7~~.6 Any attempt(s) the grievant or Union made to resolve the matter with the immediate supervisor and/or with their next level manager.
~~8~~.
~~9. The President or Vice President of the Union shall sign off on the Official Grievance Form to assure the form is complete and that the grievance is justified.~~
7. The signature of the grievant ~~and Union representative~~ is required. ~~to confirm that the filing of a grievance is justified.~~

C. Grievance relief actions agreed upon by the parties at any of the steps listed below shall be binding.

Section 3- Director Level

- The Union or grievant shall meet with the department director to attempt to resolve the matter within ten (10) days of the day after receipt of the Official Grievance, unless the department director is the person the grievance is against, or if the employee does not have a department director. In that case the Union and Executive Director shall meet within ten (10) days of the day after receipt of the Official Grievance to attempt to resolve the matter.

- The department director, who met with the Union, shall within ten (10) days of the day after the meeting, write a response to the grievant explaining the resolution or response to the allegations specified in the grievance.

- If the grievance is not satisfactorily resolved at this level, the grievance shall be submitted by filing with the Executive Director within ten (10) days of the day after receipt of the written response by the department director.

Section 4 - Executive Director Level

- If the grievance is not satisfactorily resolved at the department manager level, the grievant and/or Union shall submit the Official Grievance to the Executive Director within ten (10) days of the day after receipt of the department manager's written response. The Executive Director shall respond in writing to the grievant and/or Union within ten (10) days of the day after receipt of the Official Grievance and may, within this time period, request a meeting with the grievant and/or Union to discuss the grievance and its settlement.

- If the grievance is not satisfactorily resolved at this level, the Official Grievance, if it meets the definition of a Prohibited Practice, may be submitted to the District's Labor Management Board by the Union, but not by the individual grievant, within fifteen (15) days after receipt of the Executive Director's written response. The Official Grievance may also be submitted to final and binding arbitration by the Union, but not by the individual grievant, within thirty (30) days after receipt of the Executive Director's written response.

Section 5 - Arbitration

A. Within fourteen (14) days of the written demand for arbitration, the Union shall make a request from a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), unless the parties by such time can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator.

B. Within fourteen (14) days of the receipt of a list of arbitrators, the parties will confer to select the arbitrator. The selection shall be made by the Union and the Employer alternately eliminating names. The last name remaining shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name. If the Employer fails or refuses to strike a name from the list, the Union may request that the FMCS unilaterally appoint an arbitrator to hear the matter. Once an arbitrator is either selected by the parties or appointed by the FMCS, the arbitrator shall have full jurisdiction.

C. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case.

D. The arbitrator shall have no power to add to, subtract from, alter or modify any of these terms of the Agreement, but may give appropriate interpretation or application to such terms and provide appropriate relief.

E. The arbitrator shall have no authority to make any award including fines, punitive damages or award of attorney's fees.

F. Each party shall pay one-half (1/2) of the arbitrator's fees and expenses.

G. The arbitrator's decision shall be final and binding on the parties.

H. In arbitration cases challenging a disciplinary action, the Employer shall have the burden of proof by a preponderance of the evidence. In arbitration cases where the Union alleges a contractual violation or dispute over a working condition, the Union shall have the burden of proof.

Section 6 - Miscellaneous

A. Tape recorders or other electronic recording devices shall not be used by any party participating in the grievance, except by mutual agreement of the parties. This provision shall not apply to arbitration hearings.

B. Any of the time limits or steps set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of the parties.

C. If at any step of the grievance procedure the Employer fails to respond within the designated time limits, the grievance shall be automatically forwarded to the next level.

D. Any grievance shall be considered as settled on the basis of the last answer of the Employer if not appealed to the next step or arbitration within the time limitations set forth herein.

E. A party to this Agreement or an individual grievant may be represented by counsel at any step of the grievance procedure at their own cost.

F. The issue of non-grievability may be properly raised at any step of the grievance procedure. The arbitrator shall decide all issues regarding the grievability of grievances.

G. Grievances may be withdrawn by the Union at any step of the grievance procedure without prejudice and without precedence except as to objections to timeliness.

H. The arbitration procedure set forth in this article shall not apply to events which occur before the effective date of this Agreement.

ARTICLE 9

GENERAL PROVISIONS

Section 1- Safety

Management has the absolute right and responsibility to establish and maintain a safe and healthy work environment. The District shall provide protective devices, protective personal equipment (PPE) and all other equipment as required by OSHA or as it deems necessary for the protection of employees from injury. Any supplies required to maintain the vehicles cleanliness and or safe operation shall be provided by the District. All District vehicles shall be maintained in safe operating condition. In the event an employee is injured on the job and is unable to complete his shift, such employee will be paid for the full shift on the day of the injury and in accordance with the Districts workers compensation policy.

Section 2- Critical Incident Leave

Any employee who, during the performance of his/her work, is directly involved in an incident of on-duty violence, shall be allowed reasonable time off immediately after the incident to recover from any physical or psychological impairment or disability caused by the action. Directly involved means physically attacked or physically intervening in an attack when no other alternative was viable. Such leave shall be charged against any accumulated time the employee has earned. The employee may decide the type of accumulated time against which this leave shall be charged. However, where an employee is receiving compensation through Workers' Compensation or other victim compensation relief, such charges will be made on a pro-rata basis not to exceed the employee's regular salary. Any period of time beyond one (1) day necessary for purposes of readjustment shall be determined by the employee's physician or mental health practitioner. The Employer may require the employee to see a medical practitioner of the District's choice in order to verify the employee's practitioner's opinion.

Section ~~2~~ 3- Physical Examinations and Drug Tests

Physical examinations including drug screening when required as a condition of employment or otherwise required by law, shall be paid for time and all costs of such examination shall be borne by the District.

Section ~~3~~ 4- Temporary Employees and Supervisors Working

Supervisors shall not perform work that is normally performed by members of the bargaining unit except in an emergency or for purposes of training. An emergency shall include a situation when there are not sufficient qualified bargaining unit employees to do the work, but the District will not utilize this emergency exception to avoid hiring bargaining unit employees.
The Union recognizes the right of the District to hire and use temporary and emergency Driver (s) for short term operational purposes which cannot be fulfilled with classified drivers/dispatchers.

For purposes of this agreement temporary employee is defined as, the employment of a person hired to perform a job which is limited in nature or is on a seasonal basis and which will not exceed

nine (9) months of employment unless otherwise approved by the Executive Director. Temporary employees may fill in for classified employees on Long Term Disability, Family Medical Leave, Worker's Compensation, and extended leave without pay, or for other authorized absences. In the event that the Executive Director deems necessary the extension of the temporary appointment beyond nine (9) consecutive months, the Employer will meet with the Union to discuss the conversion of the position from temporary to classified, subject to budgetary constraints and Board of Directors approval.

Emergency employee is defined as employment of a person when an emergency condition exists that would, in the opinion of the Executive Director, compromise the public health, safety, and welfare, or severely curtail the normal operations of the District. No individual shall hold an emergency appointment longer than one hundred (100) days or an aggregate eight hundred (800) hours in any nine (9) month period, unless approved by the Executive Director. The Executive Director will notify the Union in the event of an appointment longer than one hundred (100) days.

ARTICLE 10

SHOP STEWARD

Section 1 - Notification

The District recognizes and will deal with the accredited Shop Steward(s). The Union agrees to furnish the District with the name(s) of the shop steward(s). The District agrees to furnish the Union with a list of its supervisory employees with whom the Union shall deal in the adjustment of grievances. The Union shall notify the District promptly, in writing, of any change in shop steward(s), and the District shall notify the Union promptly of any changes in supervisors.

Section 2 - Investigations

To facilitate the handling of grievances, the shop steward may from time to time, as need arises, and after notice to his supervisor, advising his supervisor as to the nature of the grievance to be investigated or adjusted, leave his work to investigate or assist in the settlement of grievances arising within his jurisdiction. No shop steward shall leave his assigned work or route unless the Supervisor has made a reasonable accommodation in finding a qualified employee to continue the work shift of the Shop Steward. Time so spent shall be paid for at the employee's regular rate of pay and in no circumstances shall it result in overtime or comp time payment or be counted as hours worked for the purpose of computation of overtime or comp time pay. Time spent investigating and processing grievances or conducting union business outside of assigned work hours shall not be compensated.

It is understood and agreed that the District has limited staff and provides transit services that operate on fixed schedule and that a Shop Steward has full-time work to perform, and time spent investigating or assisting in the settlement of grievances shall be held to an absolute minimum due to the operational impacts it imposes upon the District. Any alleged abuses may be called to the attention of the local representative of the Union, and shall be corrected if necessary. In the event that the District is not satisfied with the Union's resolution of the alleged abuses, the District may reopen this Section of the Agreement dealing with investigations and reasonable time. If no agreement is reached during such negotiations, the District may use the impasse resolution procedures provided for in PEBA. This paragraph shall not preclude the District from taking disciplinary action to address the abuse of time.

ARTICLE 11

MILITARY CLAUSE

Employees in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployment Act (USERRA), Title 38, US Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable State and Federal laws. This shall include continuation of health coverage to the extent required by USERRA, and continuation of pension contributions for the employees' period of service as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by statute.

ARTICLE 12

HOURS OF SERVICE

Section 1 - Workday – Workweek

The basic work week for full time employees shall consist of forty (40) hours in a seven-day period. The work week commences at 12:01 a.m. every Saturday and ends at 12:00 p.m. on Friday. There are two (2) work weeks in a pay period. Generally, a one (1) hour unpaid lunch break shall be provided to all employees; however, work schedules, bid shifts and other job-related functions may necessitate variations in the scheduling of the lunch break, however no employee shall be denied the ability to take a lunch break if they so choose. In addition, all employees shall receive a fifteen (15) minute paid break period as close to the midpoint of the first half of their shift as possible and a fifteen (15) minute paid break period as close to the midpoint of the second half of their shift as possible. Paid rest breaks are a benefit and are not guaranteed due to the nature and make up of transit routes. From time to time employees may be required to work through their rest break. However, paid rest breaks may be inclusive as accumulated in layover times in the route schedules i.e. 5-8 minute layovers every hour. In the interest of good health, the District encourages the employees to take their paid break when possible. When paid breaks are taken while on route, drivers are to alert any passengers on the bus, request that they temporarily exit and secure the bus while the break is taken within the scheduled layover time. Drivers are responsible to remain in reasonable sight of the vehicle or to secure the vehicle when taking breaks. Employees shall not combine two (2) relief periods into one (1), nor are they allowed to combine a relief period with a lunch break. Relief periods shall not be eliminated to start or leave early on a regular basis. Relief periods are considered hours worked; lunch breaks are considered hours not worked. In addition, due to the nature of the work performed, drivers shall be allowed to take restroom breaks at times and places where appropriate facilities are available.

Section 2 – Overtime

An employee, who is authorized and approved in advance by their supervisor and required to work in excess of the normal work week (forty [40] hours), shall be compensated for such overtime at one and one-half (1 1/2) times their hourly rate or unless otherwise specified in the Fair Labor Standards Act (FLSA). Such compensation shall be paid overtime. Overtime shall not be pyramided.

The following hours are considered as hours worked for the purpose of qualifying for overtime pay;

1. Hours actually worked;
2. Paid holidays;
3. Hours allowed for voting time;

4. Jury duty;

5. Hours allowed for court duty when appearing as a witness on behalf of the District or because of an official capacity with the District; and

6. Training time.

C. The following are not considered as hours worked and are not used for the purpose of computing overtime;

1. Vacation;

2. Sick leave;

3. Military leave;

4. Funeral leave;

5. Injury leave;

6. Lunch break;

7. Show up pay;

8. Comp-time hours used.

Section 3 - Overtime Assignments

All scheduled overtime shall first be offered by seniority on a voluntary basis to qualified employees. In the event an insufficient number of qualified employees volunteer for such overtime, overtime work will be filled by assigning the necessary number of additional employees in reverse seniority order. The District agrees to give as much advance notice as possible of the requirement to work overtime. The District agrees to give reasonable consideration to an employee's request to be released from overtime in instances of verifiable extreme hardship.

ARTICLE 13

HOLIDAYS

Holiday pay is based on eight (8) hours of pay for full-time employees and prorated hours for part-time regular employees. An employee whose work day is in excess of eight hours may request to utilize annual leave for any absence in excess of eight hours on the day that the holiday is observed. In order to be eligible for Holiday Pay the employee must be in approved paid status on both the regular scheduled workday immediately preceding the holiday and the regular scheduled workday immediately following the holiday. Approved pay status is defined as any compensable time such as time spent at work, as well as approved vacation, approved sick leave and holidays. Employee's will not receive holiday pay for an unpaid or unapproved absence(s) or unapproved sick leave usage (unless the sick leave is proven) on the regular scheduled workday immediately preceding the holiday and the regular scheduled workday immediately following the holiday.

The following Holidays will be observed.

New Year's Day

Martin Luther King Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

A recognized holiday falling on Saturday will be observed on the preceding Friday and a recognized holiday that falls on a Sunday will be observed on the following Monday.

An employee who is required to work on a holiday shall be compensated at the rate of one and one-half (1.5) times their hourly rate for all hours worked in addition to eight (8) hours holiday pay.

An employee who does not work on a holiday that occurs on their regularly scheduled workday shall receive their scheduled hours, at the straight time rate of pay, as holiday pay.

When the holiday falls outside the employees' normal scheduled workday or falls during an approved vacation day, such employee shall receive eight (8) hours of holiday pay and not get charged vacation time. Part-time employees will receive holiday pay based on the number of hours that they would normally have worked provided that the holiday falls on a part-time employee's

ARTICLE 14

SICK LEAVE

Employees will accrue Sick Leave hours at the rate of 6.67 hours per month or eighty (80) hours per year to a maximum of seven-hundred twenty (720) hours. Upon termination of employment an employee shall not be paid for sick leave that has been accrued but not used.

Periods of leave without pay shall not count for the purpose of accruing sick leave.

Sick leave may be used for any period of approved absence with pay from regularly scheduled work resulting from:

1. Employee having an illness or injury which renders them unable to perform their duties;

2. An employee having a medical examination, consultation, or treatment by a licensed practitioner;

3. An employee's immediate family member defined as the employee's spouse or domestic partner, child or parent as defined by the Family and Medical Leave Act (FMLA) requiring their presence because of injury, illness or medical treatment.

An employee taking sick leave must notify their supervisor in a timely manner in order for arrangements to be made for a replacement driver or dispatcher. The following notice requirements shall apply:

1. Minimum of twenty-four (24) hours' notice to the employee's supervisor, for prescheduled medical or dental appointments;

2. Minimum of two (2) hours' notice prior to beginning of the employee's shift to the employee's supervisor for illness or accident. The District shall designate phone numbers to be used in the event that the employee's supervisor cannot be reached, which shall have the capability of verifying the call (leave message, caller ID, etc.).

For each absence an employee must submit upon the approved form an explanation of the reason for such absence. All forms must be submitted prior to the taking of any sick leave due to medical or dental appointments. All forms must be submitted within 24 hours or the end of the next scheduled work day after returning from an unexpected illness or injury. Failure to do so may result in leave without pay and disciplinary action.

An employee must keep the supervisor informed of their condition if an absence is for more than two (2) working days in duration. In cases of absences of more than two (2) consecutive days the District shall provide the employee with the appropriate FMLA paperwork which must be filled out and returned in order to determine if the absence is a covered event under FMLA. The District may also require the employee to furnish a written medical statement issued by a licensed physician or practitioner, or other evidence of illness that confirms the illness of the employee or their immediate family member, provides an estimate of when the employee will be able to return to work, states whether the employees incapacity will require intermittent treatments, states the

estimated frequency and duration of such treatments, and provides the estimated period for recovery, if known.

Abuse of sick leave may be cause for disciplinary action. If an employee's leave qualifies as protected leave under FMLA, the District may require a medical certification as provided by federal law.

Sick Leave Sell Back Program

a. Employees who have earned a minimum of 80 hours of sick leave by the end of the 13th month would be eligible to annually sell back to the district up to 40 hours of sick leave per year.
b. Employees who utilize the annual sell back program must maintain a sick leave balance minimum of 40 hours in their accrual bank after cashing out any hours up to the maximum of 40 hours allowed under item (a) above.
c. Prior to the first pay period in January, employees that meet the criteria described above may elect to participate in the sell back program by completing the applicable forms as prescribed by the District.
d. The percentage at which the leave maybe sold back is based upon the following:

Number of hours of sick leave ~~(inclusive of catastrophic usage)~~ used annually (calendar year).	Percentage payment rate for ~~cash out~~ sell back.
24 Hours or Less	100%
25 Hours to 32 Hours	75%
33 Hours to 40 Hours	50%
41 Hours or more	25%

All employees who are separated from the District payroll before one (1) year of employment shall not be eligible to ~~cash out~~ sell back unused sick leave hours for the Sick Leave Sell Back Program.

ARTICLE 15

FUNERAL LEAVE

In the event of a death in the employee's family the employee shall be granted up to three (3) scheduled workdays off without loss of pay to arrange for and or attend the funeral or memorial services. A member of the employee's immediate family includes: spouse or domestic partner, child, father, mother, brother, sister, grandparent, grandchild, current mother-in-law, current father-in-law, current sister-in-law, current brother-in-law, current son-in-law, and current daughter-in-law. In the event the funeral or memorial service is held out of state the employee may be granted two (2) additional days off. The Employer may require the employee to provide proof of death of the family member.

ARTICLE 16

JURY DUTY

When an employee is required to report for jury duty, and who is released from jury duty before the end of the scheduled work day, shall contact their supervisor to receive instructions on whether to report for work the remainder of the day. The employee shall be compensated at the regular straight time rate of pay. Fees received from the court, excluding reimbursement for travel and meals, shall be remitted to the District. Time spent on jury duty shall be considered time worked.

ARTICLE 17

INCLEMENT WEATHER LEAVE

Section 1 - Full-Day Closing

Paid weather related time due to closing will be limited to an amount equal to the hours that the employee was scheduled to work or would normally have worked on the day in question. If an employee has reported to work prior to the decision to close being made, weather related time will only make an employee whole up to the amount of their scheduled or normal working hours for that day.

Section 2 - Partial-Day Closing (delayed opening/early closing)

In the event that the normal reporting time is delayed, employees working that day will receive paid time for the period between their scheduled or normal reporting time and the rescheduled reporting time. In the event of an early closing time, those employees working that day will receive paid time between the rescheduled closing time and their scheduled or normal closing time. Employees who are on leave, have called in sick, or have called prior to a decision to alter operating hours to advise that they will not be reporting to work are not eligible for any additional time or for a refund of leave balances. Employees not scheduled to work on weather related closure or partial closure day are not entitled to receive extra pay for that day.

ARTICLE 18

VACATION

Section 1 - Amount

Employees shall be entitled to vacation upon fulfilling the requirements set forth below:

A) All employees having one (1) year of service shall receive two (2) weeks paid vacation (3.077 hrs. per pay period beginning on the first month of employment)

B) All employees having five (5) years of service shall receive three (3) weeks paid vacation (4.62 hrs. per pay period beginning on the 49th month of employment).

C) All employees having ten (10) years or more of service shall receive four (4) weeks paid vacation (6.15 hrs. per pay period beginning on the 109th month of employment).

D) All employees having twenty-five (25) years of service shall receive five (5) weeks paid vacation (7.69 hrs. per pay period beginning on the 300th month of employment).

For the purpose of this section an employee's service shall start with their most recent date of hire with the District. Periods of leave without pay shall not count for the purpose of accumulation of annual leave. Employees may accumulate and carry over into the first pay period of the calendar year accrued unused vacation, not to exceed two (2) times the annual accrual. All hours of annual leave that exceed two (2) times the annual accrual must be used by the end of the last pay period in the calendar year earned or be forfeited.

Section 2 - Separation

All employees who are separated from the District's payroll after more than one (1) year of employment shall be paid for unused earned vacation and pro-rata for all vacation accrued up to the time of separation.

Section 3 - Vacation Selection

All vacation bidding will be done on an annual basis in early December for the following year. Vacations bid (up to 13 days or 2 ½ weeks per employee) during the annual bidding period shall be awarded by seniority. The annual vacation bidding period will be open for two weeks and closed thereafter. In the event that the employee does not have sufficient accumulated vacation leave to cover the time period bid, then only those days covered by the accumulated vacation balance will be authorized at the time the employee is taking the leave.

Any vacation not bid during this period shall be awarded on a first come/first served basis for the duration of the calendar year. In no circumstances shall an entire department, division or unit be permitted to take annual leave at the same time. Supervisors shall be responsible for scheduling annual leave so as to avoid unreasonable interference with District operations.

Section 4 - Split Vacations

Vacation may be taken in full week increments, full day increments, or on an hourly basis as needed, provided the employee has prior approval of his supervisor, or in cases of proven emergency. Such approval of vacation requests shall not be unreasonably withheld; taking into consideration the manpower needs of the District, and once approved shall not be changed unless mutually agreed to by the employee and the Employer. Upon receiving written request of split vacation dates, the District shall respond within seven (7) days either approving or denying said request. In the event that the employee has not accumulated sufficient paid leave for the duration of the absence requested, then the employee will only be authorized to take those days off that are covered by the accumulated leave.

ARTICLE 19

HEALTH AND WELFARE

A) Compliance with the Patient Protection and Affordable Care Act

Notwithstanding other provisions of Article 19, the District reserves the exclusive right to make any changes, reductions, modifications, deletions, or improvements with respect to employee medical, prescription, dental, vision insurance or disability plans (including but not limited to changes in insurance carriers, insurance plans, benefit levels, deductibles, co-payment levels, etc.) or flexible spending accounts it determines are warranted to : (1) comply with the Patient Protection and Affordable Care Act as amended (PPACA), and any other federal or state health care laws; (2) avoid having to pay, whether directly or indirectly, Cadillac taxes; and (3) insure it is not subject to penalties or fees if employees are eligible to obtain insurance through an insurance exchange. The District agrees to inform the Local Union of any changes affecting bargaining unit members.

B) The District agrees to retain the current cost sharing contribution rate as follows: eighty percent (80%) paid by the District and twenty percent (20%) paid by the employee.

ARTICLE 20

PENSION

The District is required by law to abide by the Public Employees Retirement Act (PERA) of New Mexico as is now in effect. The District has elected to participate in Municipal Plan 2 which currently requires a contribution rate of 20.20% of employee pay. The District agrees to pay 15.15% of the required contribution rate as its employer contribution.

The employee agrees to contribute 5.05% of the employee's share of the required contribution rate.

ARTICLE 21

SAVINGS CLAUSE

In the event that any Federal or State legislation, government regulation, or court decision causes invalidation of any sentence, paragraph, section or Article of this Agreement, the District and the Union agree to meet as soon as possible to negotiate any affected portion. All other Articles not so invalidated shall remain in full force and effect.

ARTICLE 22

COMPLETE AGREEMENT

The Agreement expressed herein in writing constitutes the entire agreement between the parties and no express implied statement or previously written or oral statement shall add to or supersede any of its provisions.

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Employer's discretion and control.

It is recognized that the Employer has certain Personnel Rules and Regulations. The specifics of these rules and regulations have not been the subject of collective bargaining. The Union recognizes the Employer's right to establish and maintain such rules and regulations. Such rules and regulations may apply to bargaining unit employees so long as they do not conflict with any terms of this Agreement.

The District agrees to inform the Local Union of any new rule(s) or regulation(s) affecting

ARTICLE 23

DURATION

This Agreement shall be effective from July 1, 20~~14~~16 through June 30, 20~~16~~ 19and shall remain in full force and effect from year to year thereafter, contingent upon sufficient appropriations, (see Appropriations -Article 24) unless either party notifies the other party in writing no less than sixty (60) days prior to June 30, 20~~16~~19 or any June 30 thereafter of its intent to re-open the Agreement.

ARTICLE 24

APPROPRIATIONS CLAUSE

The terms of this Agreement are contingent upon sufficient appropriations and authorization of appropriations being made by the District's Board of Directors for the performance of this Agreement. If sufficient appropriations and authorization of appropriations are not made by the District's Board of Directors, the parties are to renegotiate through arm's length negotiations. The District's decision as to whether sufficient appropriations are available shall be final and subject to immediate renegotiation by the parties upon written request by either party. Refusal of the Board to honor the financial terms agreed to in the Collective Bargaining Agreement through arm's length negotiations for any reason, other than financial inability to meet its obligations, shall constitute a breach of this Agreement.

ARTICLE 25

WAGE ADJUSTMENT AND SALARY PLAN

A) The current wage scale in effect for Fiscal Year 2016, will be adjusted by 3% on July 1, 2016 for Fiscal Year 2017 Exhibit "A"; and all employees will be given a 3% salary increase; and

B) The wage scale in effect for Fiscal Year 2017 will be adjusted by 2.7% on July 1, 2017 for Fiscal Year 2018, Exhibit "B", and all employees will be given a 2.7% salary increase; and

C) The wage scale in effect for Fiscal Year 2018 will be adjusted by 2.7% on July 1, 2018 for Fiscal Year 2019, Exhibit "C", and all employees will be given a 2.7% salary increase and no other increases in wages for the duration of this agreement.

Longevity Award

5 years of service but less than 10 years	10 years of service and longer
.15/hour x 2080 hours = $312 annual (FT)	.35/hour x 2080 hours = $728 annual (FT)

1. For fiscal year 2017 employees eligible for the Longevity Award will only receive one half (50%) of the amount described above.
2. Employees on the payroll as the date of ratification of this agreement and who have completed at least five years of continuous employment with the District are eligible to receive an annual longevity award which is paid on the first pay period of December of each year. The District will recognize the past service of the Taos Chili Line and City of Española employees when calculating the Annual Longevity Award years of service.
3. Continuous employment is defined as each calendar year period of employment not interrupted by resignation, dismissal, Workers Compensation absences, retirement or a leave of absence without pay in excess of 20 work days. An employee not meeting the definition of continuous employment is not eligible for the longevity award for that year.
4. Full time is considered an employee who works at least forty (40) hours per week.
5. Part-time employees are eligible if they work at least twenty-one (21) hours per week and are credited as one-half full-time service.

~~2.~~6. Increases in longevity pay shall go into effect on the district hire date of employment of the respective employee and is pro-rated based upon when the change occurs.

Salary/wage progression from a driver non-CDL or dispatcher non-CDL position to a driver CDL or dispatcher CDL position is limited to the availability of budgeted positions and the Districts needs as solely determined by the District.

If an employee is required to drive their own vehicle to an alternate domicile location, they shall be paid the applicable Federal mileage reimbursement.

No current employee shall suffer a loss of wages as a result of this agreement.

ARTICLE 26

Inclusion of Acknowledgement of Actions taken by North Central Regional Transit District and Chauffeurs, Teamsters and Helpers Local Union No.492

1. The Union and Employer agreed that the Employer has sole authority under the Management Rights Clause of the CBA to determine the qualifications for employment, job duties, number of employees allocated by position to the category of Transit Driver III/Lead position and Lead Customer Service Representative III/Driver II and to reduce the number of employees allocated by position to other position categories in the course of creating the new categories of Transit Driver III/Lead and Lead Customer Service Representative III/Driver II
2. The Union and Employer agree that the Transit Driver III/Lead and Lead Customer Service Representative III/Driver II position will be filled via competitive examination and not by seniority.

_____	_____
Anthony J. Mortillaro	Walter R. Maestas
Executive Director	Secretary-Treasurer
NCRTD	Teamsters Local 492
_____	_____
Date	Date

Exhibit "A"

Wage Scale effective July 1, 2016 thru June 30, 2017

Union						
Annual Salary				***Hourly Rates***		
MINIMUM	**MIDPOINT**	**MAXIMUM**	**JOB TITLE**	**MINIMUM**	**MIDPOINT**	**MAXIMUM**
$32,169	$38,603	$45,037	Lead Customer Service Representative III/Driver II	$15.47	$18.56	$21.65
$31,695	$38,036	$44,373	Transit Driver III/Lead	$15.24	$18.29	$21.33
$31,235	$37,482	$43,729	Customer Service Representative II/Transit Software Specialist	$15.02	$18.02	$21.02
$31,235	$37,482	$43,729	Customer Service Representative II	$15.02	$18.02	$21.02
$29,600	$35,520	$41,440	Transit Driver II	$14.23	$17.08	$19.92
$28,932	$34,718	$40,505	Customer Service Representative I	$13.91	$16.69	$19.47
$28,328	$33,993	$39,659	Transit Driver I	$13.62	$16.34	$19.07

Exhibit "B"

Wage Scale effective July 1, 2017 thru June 30, 2018

Union						
Annual Salary				***Hourly Rates***		
MINIMUM	**MIDPOINT**	**MAXIMUM**	**JOB TITLE**	**MINIMUM**	**MIDPOINT**	**MAXIMUM**
$33,037	$39,644	$46,252	Lead Customer Service Representative III/Driver II	$15.88	$19.06	$22.24
$32,550	$39,060	$45,571	Transit Driver III/Lead	$15.65	$18.78	$21.91
$32,078	$38,493	$44,909	Customer Service Representative II/Transit Software Specialist	$15.42	$18.51	$21.59
$32,078	$38,493	$44,909	Customer Service Representative II	$15.42	$18.51	$21.59
$30,399	$36,478	$42,558	Transit Driver II	$14.61	$17.54	$20.46
$29,713	$35,655	$41,598	Customer Service Representative I	$14.29	$17.14	$20.00
$29,092	$35,012	$40,730	Transit Driver I	$13.99	$16.79	$19.58

Exhibit "C"

Wage Scale effective July 1, 2018 thru June 30, 2019

Union						
Annual Salary				***Hourly Rates***		
MINIMUM	**MIDPOINT**	**MAXIMUM**	**JOB TITLE**	**MINIMUM**	**MIDPOINT**	**MAXIMUM**
$33,929	$40,714	$47,500	Lead Customer Service Representative III/Driver II	$16.31	$19.57	$22.84
$33,428	$40,114	$46,800	Transit Driver III/Lead	$16.07	$19.28	$22.50
$32,944	$39,532	$46,121	Customer Service Representative II/Transit Software Specialist	$15.84	$19.01	$22.17
$32,944	$39,532	$46,121	Customer Service Representative II	$15.84	$19.01	$22.17
$31,219	$37,463	$43,707	Transit Driver II	$15.01	$18.01	$21.01
$30,515	$36,618	$42,721	Customer Service Representative I	$14.67	$17.60	$20.54
$29,877	$35,852	$41,828	Transit Driver I	$14.36	$17.23	$20.11

North Central Regional Transit District
Financial Summary
As of May 31, 2016

Summary:
The North Central Regional Transit District (NCRTD) is currently reporting the eleven months of financial activity. The expenses/revenues that should be reported for the period through May 31, 2016, which represents 91.66% of the budget.

The monthly budget figures for the federal grant revenues and expenditure figures from the charts/tables have been divided using a straight-line method (1/12 increments). The GRT monthly budget figures are allocated utilizing trends from the last six fiscal years. NCRTD reports financials that follow GAAFR (Governmental Accounting, Auditing, and Financial Reporting). The charts/tables compare the current year revenues and expenditures to the previous year.

Financial Highlights

Revenue:
As of May 31, 2016, total revenues of $9,378,937 have been received, which is 74.7% of budgeted revenues. NCRTD has $6,407,302 of GRT through April 2016 and $2,166,265 of Federal grant revenues through April 2016.

Expenditures:
As of May 31, 2016, NCRTD recognized expenditures totaling $9,210,656 which is 73.4% of total budgeted expenditures.

Of which $2,039,566 was spent in May, $101,400 was in Administration, $1,872,541 in Operations and $65,625 in Capital Outlay. Administration has spent 79.8%, Operations 80.9% and Capital Outlay 42.5% of its budgets year to date.

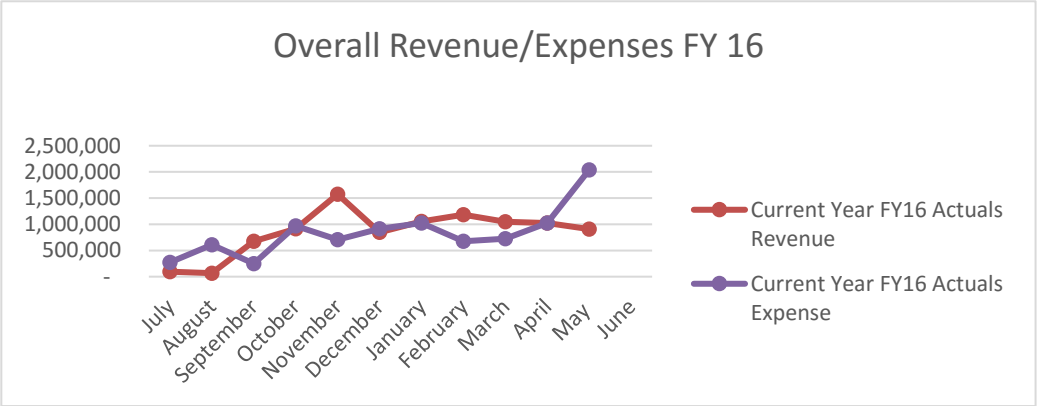
Other Matters:
N/A

MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)

NCRTD Revenue and Expenses vs. Budget

As of May 31, 2016



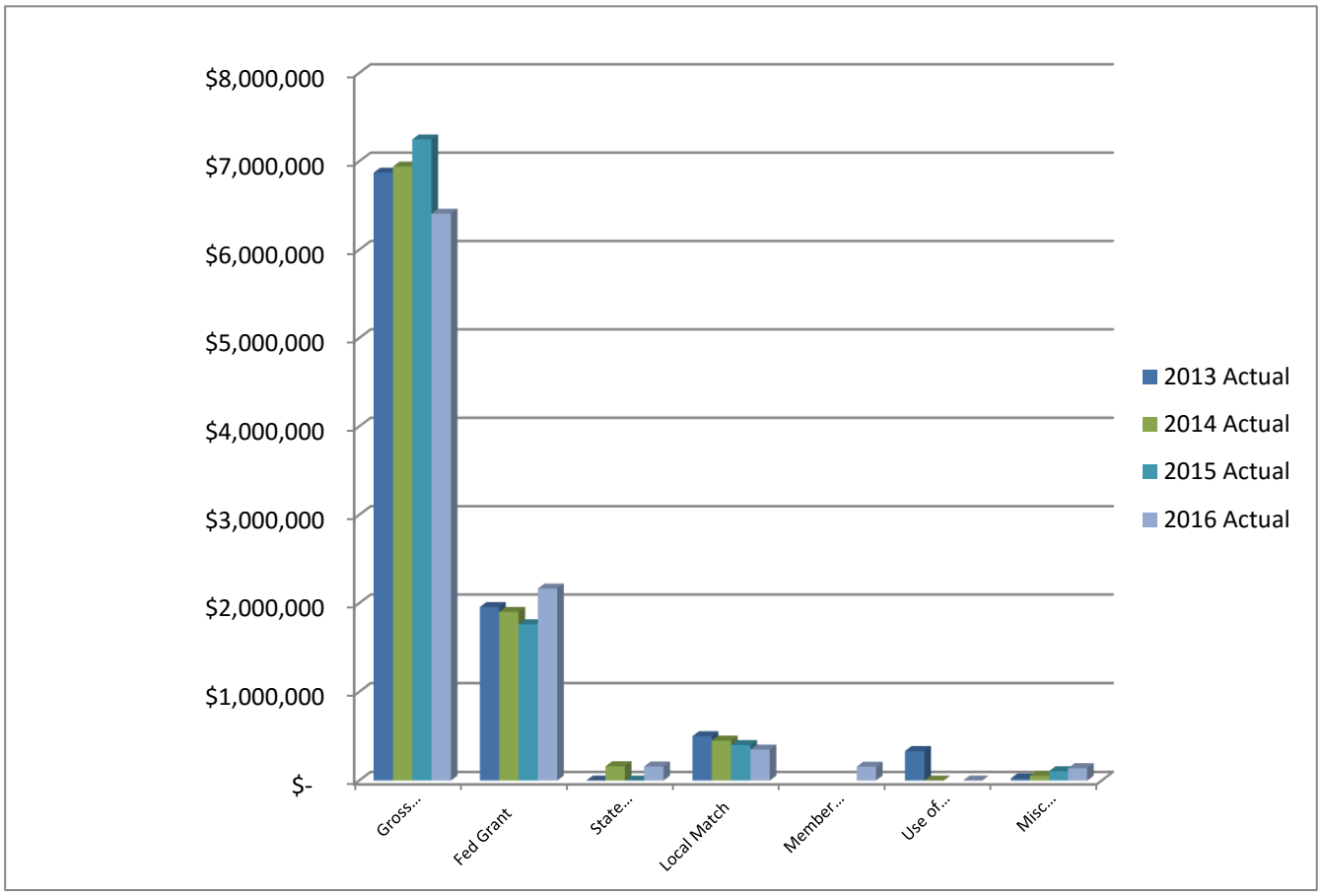
	Budget Revenue FY16	Current Year FY16 Actuals Revenue	Budget Expenses FY16	Current Year FY16 Actuals Expense
July	935,945	94,428	935,945	273,848
August	935,945	66,895	935,945	607,663
September	935,945	674,360	935,945	249,172
October	1,082,301	913,503	1,082,301	966,567
November	1,082,301	1,574,056	1,082,301	709,030
December	1,082,301	844,838	1,082,301	913,619
January	1,082,301	1,053,531	1,082,301	1,026,524
February	1,082,301	1,182,176	1,082,301	673,640
March	1,082,301	1,046,761	1,082,301	727,303
April	1,082,301	1,021,898	1,082,301	1,023,724
May	1,082,301	906,491	1,082,301	2,039,566
June	1,082,301		1,082,301	
Totals	$ 12,548,543	$ 9,378,937	$ 12,548,543	$ 9,210,656

MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)

NCRTD Revenue by Sources

As of May 31, 2016



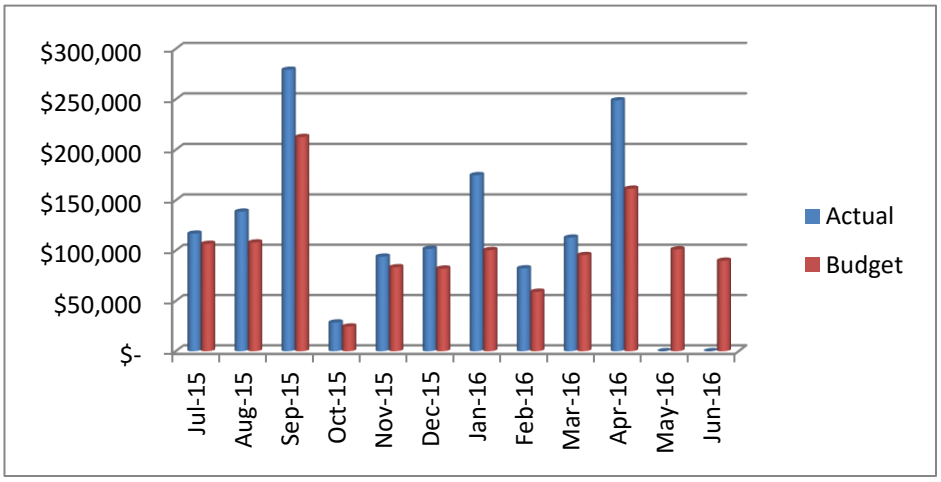
	2013 Actual	2014 Budget	2014 Actual	2015 Actual	2016 Budget	2016 Actual	% of Actual vs budget
Gross Receipt	$ 6,871,271	$ 6,757,529	$ 6,941,122	$ 7,247,360	$ 6,903,500	$ 6,407,302	92.8%
Fed Grant	$ 1,957,128	$ 2,198,429	$ 1,902,036	$ 1,762,384	$ 3,781,539	$ 2,166,265	57.3%
State Capital/Outlay	$ -	$ 170,000	$ 161,188	$ -	$ 301,312	$ 159,463	0.0%
Local Match	$ 500,000	$ 450,000	$ 450,000	$ 400,000	$ 350,000	$ 350,000	100.0%
Member Contributions					$ 80,344	$ 156,154	194.4%
Use of Fund Balance	$ 333,000		$ -		$ 688,552	$ -	0.0%
Misc Revenues	$ 24,312	$ 60,500	$ 53,637	$ 105,967	$ 443,296	$ 139,753	31.5%
TOTAL	$ 9,685,711	$ 9,636,458	$ 9,507,983	$ 9,515,711	$ 12,548,543	$ 9,378,937	74.7%

MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)

Gross Receipts Revenue By County

LOS ALAMOS COUNTY



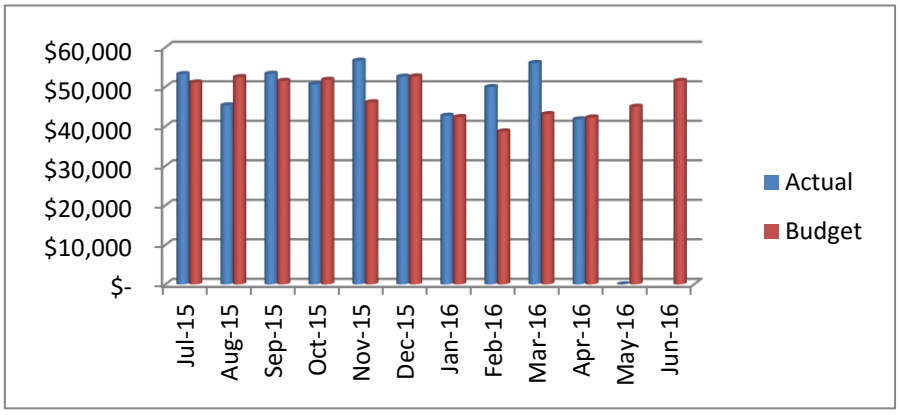
Date Received		Actual		Budget	of Monthly Budget
Jul-15	$	116,870	$	106,697	110%
Aug-15	$	138,688	$	108,045	128%
Sep-15	$	279,213	$	212,660	131%
Oct-15	$	28,496	$	24,500	116%
Nov-15	$	93,942	$	83,423	113%
Dec-15	$	101,662	$	82,075	124%
Jan-16	$	174,873	$	100,450	174%
Feb-16	$	82,322	$	59,045	139%
Mar-16	$	112,842	$	95,550	118%
Apr-16	$	248,959	$	161,455	154%
May-16	$	-	$	101,185	0%
Jun-16	$	-	$	89,915	0%
YTD Total	$	1,377,867	$	1,225,000	112%

MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)

Gross Receipts Revenue By County

RIO ARRIBA COUNTY



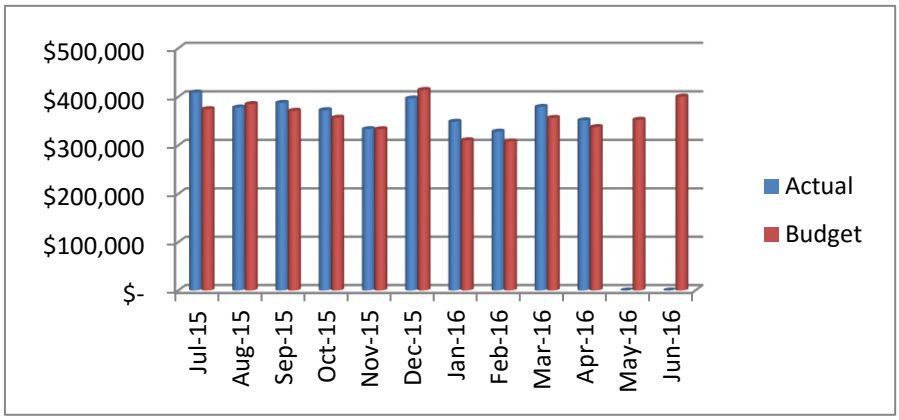
Date Received		Actual		Budget	Actual Revenue % of Monthly Budget
Jul-15	$	53,233	$	51,108	104%
Aug-15	$	45,322	$	52,473	86%
Sep-15	$	53,311	$	51,506	104%
Oct-15	$	50,632	$	51,790	98%
Nov-15	$	56,629	$	46,105	123%
Dec-15	$	52,583	$	52,643	100%
Jan-16	$	42,699	$	42,353	101%
Feb-16	$	49,951	$	38,715	129%
Mar-16	$	56,037	$	43,092	130%
Apr-16	$	41,784	$	42,240	99%
May-16	$	-	$	44,968	0%
Jun-16			$	51,506	0%
YTD Total	$	502,181	$	568,500	88%

MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)

Gross Receipts Revenue By County

SANTA FE COUNTY



Date Received		Actual		Budget	Actual Revenue % of Monthly Budget
Jul-15	$	408,793	$	374,530	109%
Aug-15	$	378,033	$	384,850	98%
Sep-15	$	387,492	$	371,090	104%
Oct-15	$	372,493	$	356,900	104%
Nov-15	$	333,369	$	333,250	100%
Dec-15	$	396,434	$	414,090	96%
Jan-16	$	348,564	$	310,460	112%
Feb-16	$	328,223	$	307,880	107%
Mar-16	$	379,151	$	356,470	106%
Apr-16	$	351,580	$	337,550	104%
May-16	$	-	$	352,600	0%
Jun-16	$	-	$	400,330	0%
YTD Total	$	3,684,132	$	4,300,000	86%

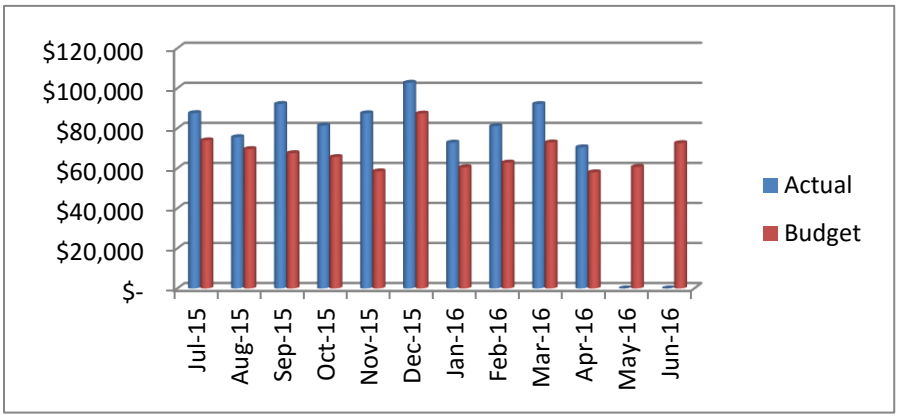
** Note one-half of the SF County GRT is allocated to Rio Metro

MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)

Gross Receipts Revenue By County

TAOS COUNTY

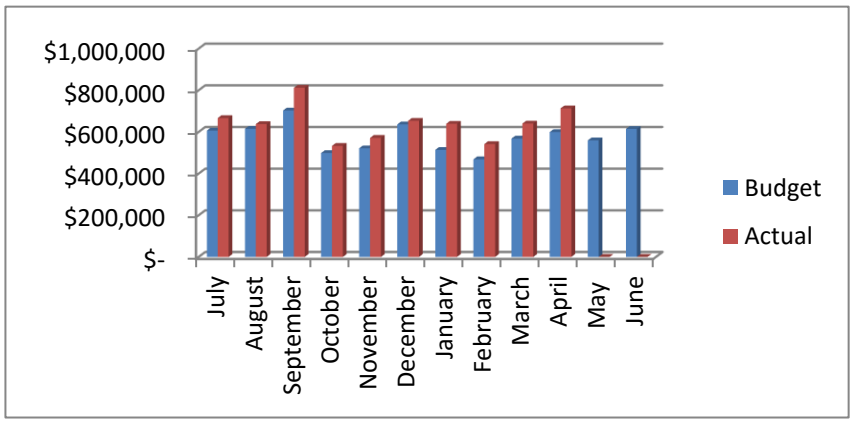


Date Received		Actual		Budget	of Monthly Budget
Jul-15	$	87,557	$	73,953	118%
Aug-15	$	75,544	$	69,579	109%
Sep-15	$	92,114	$	67,554	136%
Oct-15	$	81,318	$	65,610	124%
Nov-15	$	87,479	$	58,482	150%
Dec-15	$	102,741	$	87,318	118%
Jan-16	$	72,816	$	60,507	120%
Feb-16	$	80,997	$	62,856	129%
Mar-16	$	92,084	$	72,900	126%
Apr-16	$	70,472	$	57,996	122%
May-16	$	-	$	60,669	0%
Jun-16	$	-	$	72,576	0%
YTD Total	$	843,122	$	810,000	104%

MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)

Gross Receipts Revenue



Budget to Actual FY2016

	Budget	Actual	Actual Revenue % of Monthly Budget
July	$ 606,288	$ 666,453	110%
August	$ 614,947	$ 637,587	104%
September	$ 702,810	$ 812,130	116%
October	$ 498,800	$ 532,939	107%
November	$ 521,260	$ 571,419	110%
December	$ 636,126	$ 653,420	103%
January	$ 513,770	$ 638,952	124%
February	$ 468,496	$ 541,493	116%
March	$ 568,012	$ 640,114	113%
April	$ 599,241	$ 712,795	119%
May	$ 559,422	$ -	
June	$ 614,327	$ -	
	$ 6,903,500	**$ 6,407,302**	**112%**

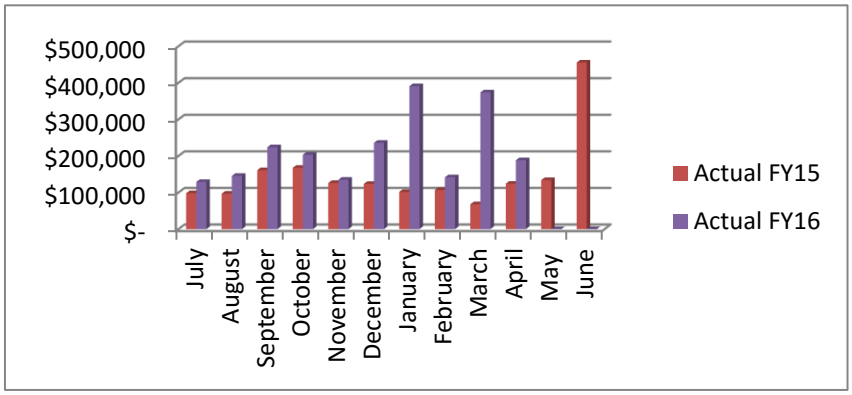
Prior Year vs. Current Year

	Prior Year FY2015	Current Year FY2016	Inc/Dec from Prior Year to Current Year
July	$ 640,624	$ 666,453	$ 25,829
August	$ 586,498	$ 637,587	$ 51,089
September	$ 711,747	$ 812,130	$ 100,383
October	$ 524,099	$ 532,939	$ 8,840
November	$ 524,404	$ 571,419	$ 47,015
December	$ 658,103	$ 653,420	$ (4,683)
January	$ 557,752	$ 638,952	$ 81,200
February	$ 442,578	$ 541,493	$ 98,915
March	$ 568,669	$ 640,114	$ 71,445
April	$ 725,956	$ 712,795	$ (13,161)
May	$ 602,505	$ -	
June	$ 704,185	$ -	
	$ 7,247,120	**$ 6,407,302**	**$ 466,872**

MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)

Grant Revenue



Budget to Actual FY2016

	Actual FY15	Budget FY16	Actual FY16	Actual Revenue % of Monthly Budget
July	$ 98,061	$ 244,799	$ 128,685	53%
August	$ 96,946	$ 244,799	$ 145,446	59%
September	$ 160,962	$ 244,799	$ 223,878	91%
October	$ 167,516	$ 338,571	$ 203,353	60%
November	$ 126,083	$ 338,571	$ 134,896	40%
December	$ 123,492	$ 338,571	$ 235,833	70%
January	$ 101,591	$ 338,571	$ 390,639	115%
February	$ 106,716	$ 338,571	$ 141,554	42%
March	$ 67,879	$ 338,571	$ 373,815	110%
April	$ 124,015	$ 338,571	$ 188,166	56%
May	$ 133,931	$ 338,571	$ -	
June	$ 455,192	$ 338,571	$ -	
	$ 1,762,384	**$ 3,781,539**	**$ 2,166,265**	57%

Prior Year vs. Current Year

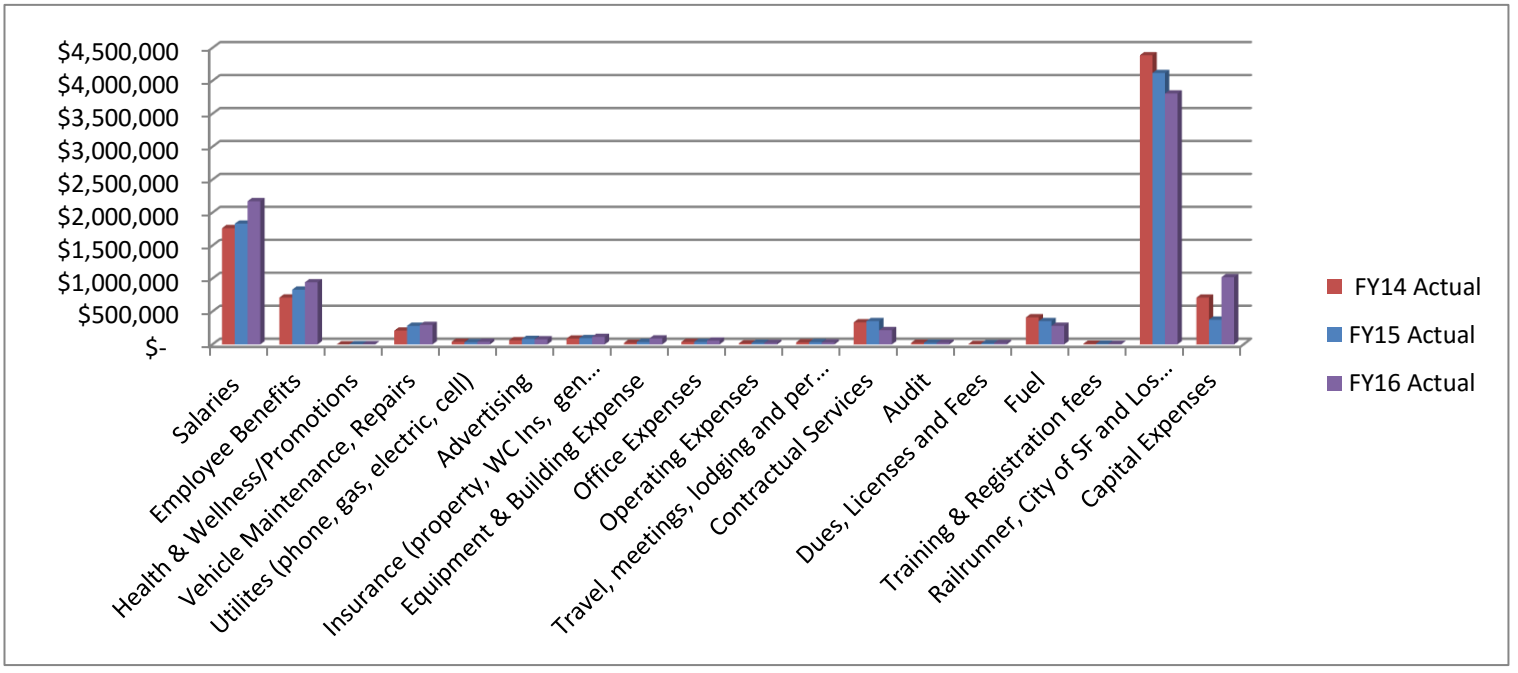
	Actual FY2014	Actual FY2015	Actual FY2016	Inc/(Dec) from Prior Year to Current Year
July	$ 81,096	$ 98,061	$ 128,685	$ 30,624
August	$ 127,744	$ 96,946	$ 145,446	$ 48,500
September	$ 195,614	$ 160,962	$ 223,878	$ 62,916
October	$ 113,711	$ 167,516	$ 203,353	$ 35,837
November	$ 150,353	$ 126,083	$ 134,896	$ 8,813
December	$ 102,402	$ 123,492	$ 235,833	$ 112,341
January	$ 112,085	$ 101,591	$ 390,639	$ 289,048
February	$ 123,056	$ 106,716	$ 141,554	$ 34,838
March	$ 221,112	$ 67,879	$ 373,815	$ 305,936
April	$ 221,326	$ 124,015	$ 188,166	$ 64,151
May	$ 137,177	$ 133,931	$ -	
June	$ 316,361	$ 455,192	$ -	
	$ 1,902,037	**$ 1,762,384**	**$ 2,166,265**	**$ 403,881**

MONTHLY BOARD REPORT

NCRTD Expenses by Type

As of May 31, 2016

Year to Date Budget Variance 91.66%



Comparative Expenses by Type

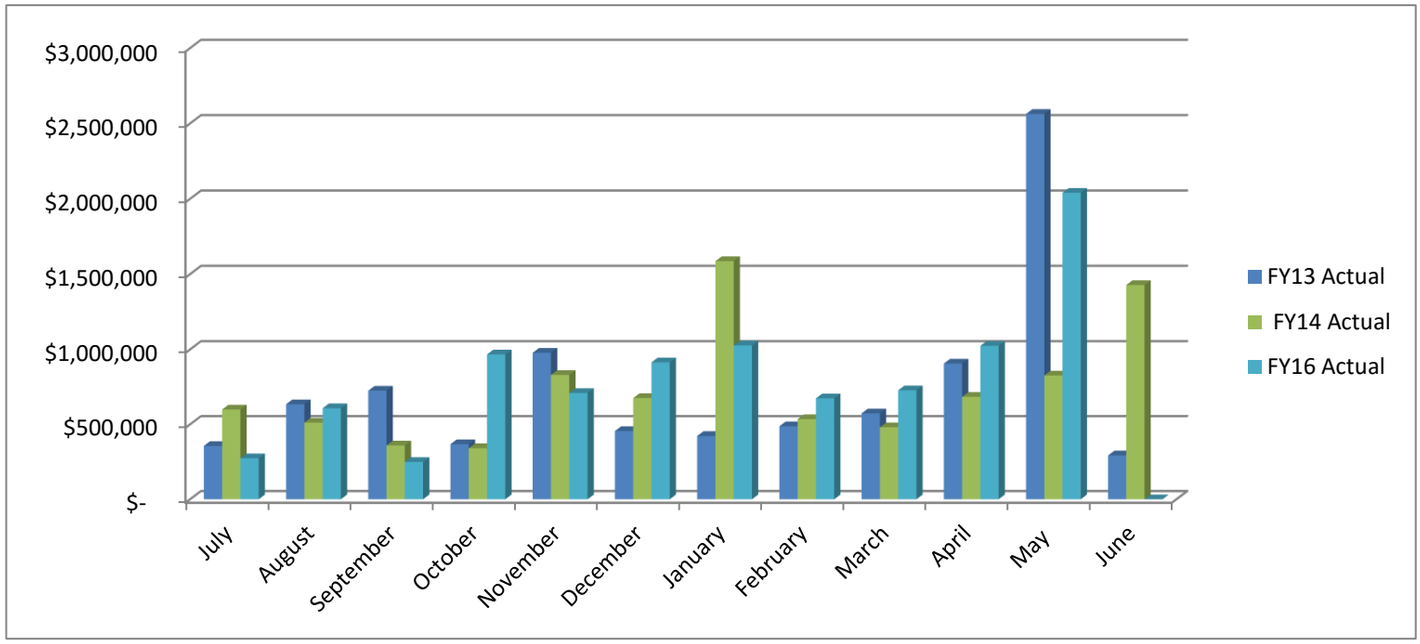
		FY14 Actual	FY15 Actual	Budget FY16	FY16 Actual	Year to Date Budget Variance
1	Salaries	$ 1,764,308	$ 1,831,697	$ 2,773,718	$ 2,172,819	78.3%
2	Employee Benefits	$ 709,864	$ 830,082	$ 1,245,195	$ 941,533	75.6%
3	Health & Wellness/Promotions	$ -	$ 2,555	$ 7,500	$ 2,688	35.8%
4	Vehicle Maintenance, Repairs	$ 209,623	$ 281,344	$ 260,700	$ 295,021	**113.2%**
5	Utilites (phone, gas, electric, cell)	$ 38,486	$ 33,084	$ 51,751	$ 38,436	74.3%
6	Advertising	$ 61,715	$ 82,687	$ 100,842	$ 76,924	76.3%
7	Insurance (property, WC Ins, gen liab, vehicle,	$ 87,589	$ 95,406	$ 115,196	$ 113,360	**98.4%**
8	Equipment & Building Expense	$ 22,181	$ 36,443	$ 76,735	$ 89,842	**117.1%**
9	Office Expenses	$ 36,948	$ 37,336	$ 67,163	$ 57,236	85.2%
10	Operating Expenses	$ 15,024	$ 22,812	$ 23,820	$ 20,721	87.0%
11	Travel, meetings, lodging and per diem	$ 30,111	$ 34,092	$ 41,245	$ 28,430	68.9%
12	Contractual Services	$ 333,948	$ 352,779	$ 369,603	$ 215,955	58.4%
13	Audit	$ 23,219	$ 23,433	$ 27,000	$ 23,581	87.3%
14	Dues, Licenses and Fees	$ 5,826	$ 15,961	$ 15,765	$ 19,609	**124.4%**
15	Fuel	$ 410,199	$ 352,857	$ 495,903	$ 281,334	56.7%
16	Training & Registration fees	$ 8,825	$ 9,087	$ 20,799	$ 7,590	36.5%
17	Railrunner, City of SF and Los Alamos	$ 4,387,272	$ 4,118,232	$ 4,447,190	$ 3,807,075	85.6%
18	Capital Expenses	$ 709,563	$ 374,409	$ 2,408,418	$ 1,018,501	42.3%
	TOTAL	$ 8,854,701	$ 8,534,297	$ 12,548,543	$ 9,210,656	73.4%

MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)

NCRTD BUDGET EXPENDITURES OVERALL

As of May 31, 2016



Budget to Actual FY2015

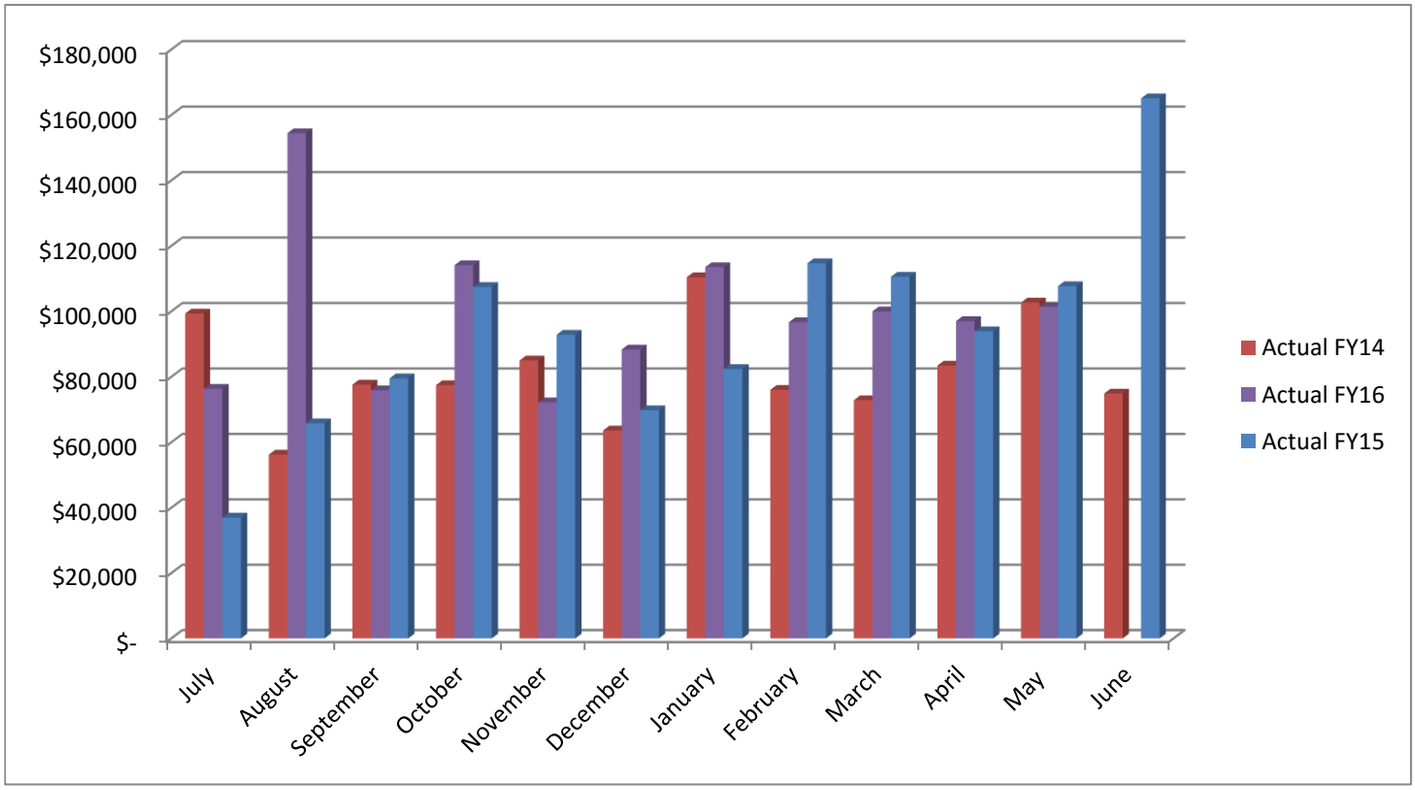
	FY13 Actual	FY14 Actual	FY15 Actual	Budget FY16	FY16 Actual	Inc/Dec of Budget vs Actual	Budget Variance
July	$ 355,735	$ 598,912	$ 546,007	$ 935,944.92	$ 273,848	$ 662,097	**29.3%**
August	$ 634,121	$ 511,240	$ 464,828	$ 935,944.92	$ 607,663	$ 328,282	**64.9%**
September	$ 724,752	$ 359,189	$ 313,124	$ 1,067,665.32	$ 249,172	$ 818,493	**23.3%**
October	$ 367,785	$ 341,082	$ 294,912	$ 1,067,665.32	$ 966,567	$ 101,098	**90.5%**
November	$ 977,721	$ 829,750	$ 783,580	$ 1,067,665.32	$ 709,030	$ 358,635	**66.4%**
December	$ 455,530	$ 675,551	$ 625,552	$ 1,067,665.32	$ 913,619	$ 154,046	**85.6%**
January	$ 422,342	$ 1,585,995	$ 1,534,559	$ 1,067,665.32	$ 1,026,524	$ 41,141	**96.1%**
February	$ 487,459	$ 534,985	$ 287,772	$ 1,067,665.32	$ 673,640	$ 394,025	**63.1%**
March	$ 573,082	$ 480,519	$ 429,154	$ 1,067,665.32	$ 727,303	$ 340,362	**68.1%**
April	$ 905,718	$ 684,123	$ 1,339,437	$ 1,067,665.32	$ 1,023,724	$ 43,941	**95.9%**
May	$ 2,563,210	$ 826,045	$ 934,795	$ 1,067,665.32	$ 2,039,566	$ (971,901)	**191.0%**
June	$ 292,818	$ 1,427,310	$ 1,300,982	$ 1,067,665.32	$ -	$ 1,067,665	**0.0%**
	$ 8,760,274	**$ 8,854,701**	**$ 8,854,701**	$ 12,548,543	**$ 9,210,656**	$ 3,337,887	**73.4%**

MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)

Administration Expense Summary

As of May 31, 2016



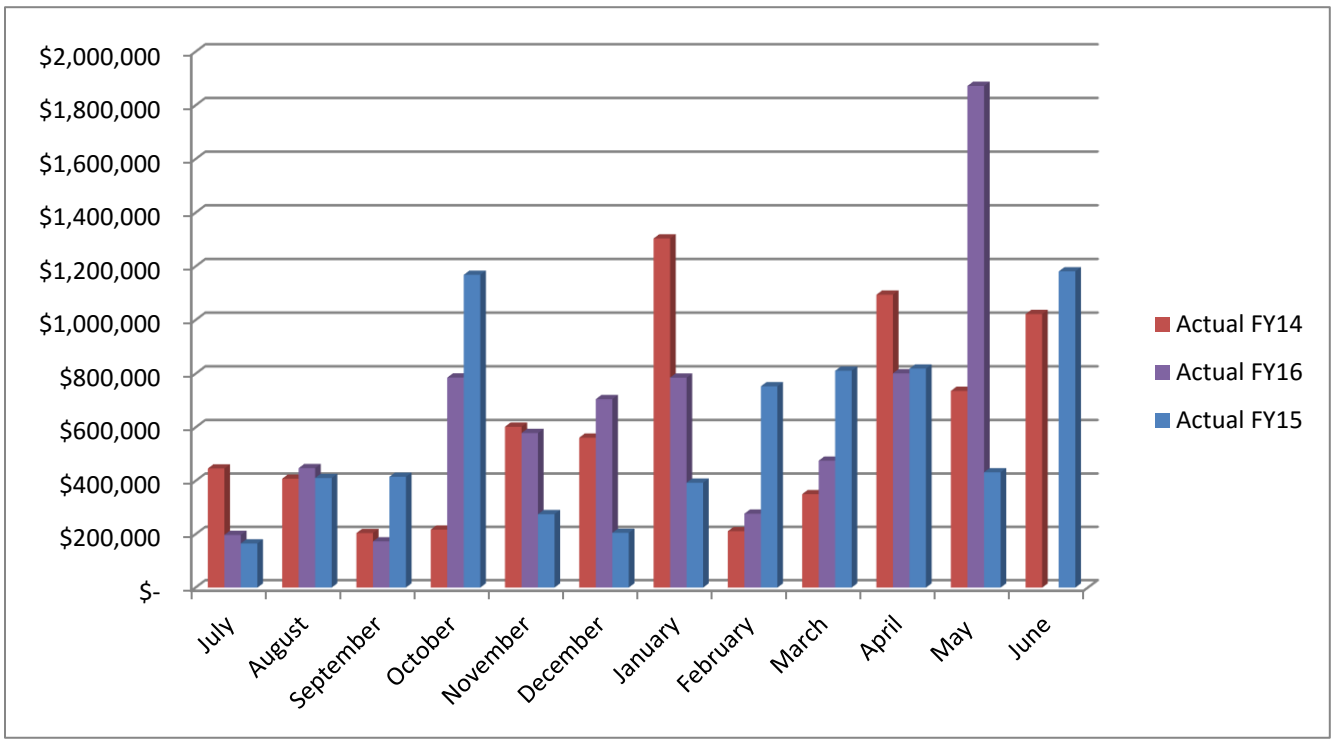
	Actual FY14	Actual FY15	Budget FY16	Actual FY16	Inc/Dec of Budget vs Actual	Budget Variance
July	$ 99,342	$ 36,996	$ 111,744	$ 76,354	$ 35,390	**68.3%**
August	$ 56,248	$ 65,796	$ 111,744	$ 154,434	$ (42,690)	**138.2%**
September	$ 77,618	$ 79,531	$ 114,302	$ 75,888	$ 38,414	**66.4%**
October	$ 77,447	$ 107,450	$ 114,302	$ 114,095	$ 207	**99.8%**
November	$ 84,993	$ 92,871	$ 114,302	$ 72,212	$ 42,090	**63.2%**
December	$ 63,622	$ 69,805	$ 114,302	$ 88,349	$ 25,953	**77.3%**
January	$ 110,423	$ 82,409	$ 114,302	$ 113,515	$ 787	**99.3%**
February	$ 76,028	$ 114,696	$ 114,302	$ 96,686	$ 17,616	**84.6%**
March	$ 72,862	$ 110,596	$ 114,302	$ 100,000	$ 14,302	**87.5%**
April	$ 83,438	$ 93,933	$ 114,302	$ 97,006	$ 17,296	**84.9%**
May	$ 102,701	$ 107,700	$ 114,302	$ 101,400	$ 12,902	**88.7%**
June	$ 74,894	$ 165,099	$ 114,302		$ 114,302	**0.0%**
	$ 979,616	**$ 1,126,883**	$ 1,366,506	**$ 1,089,939**	$ 276,567	**79.8%**

MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)

Operating Expense Summary

As of May 31, 2016



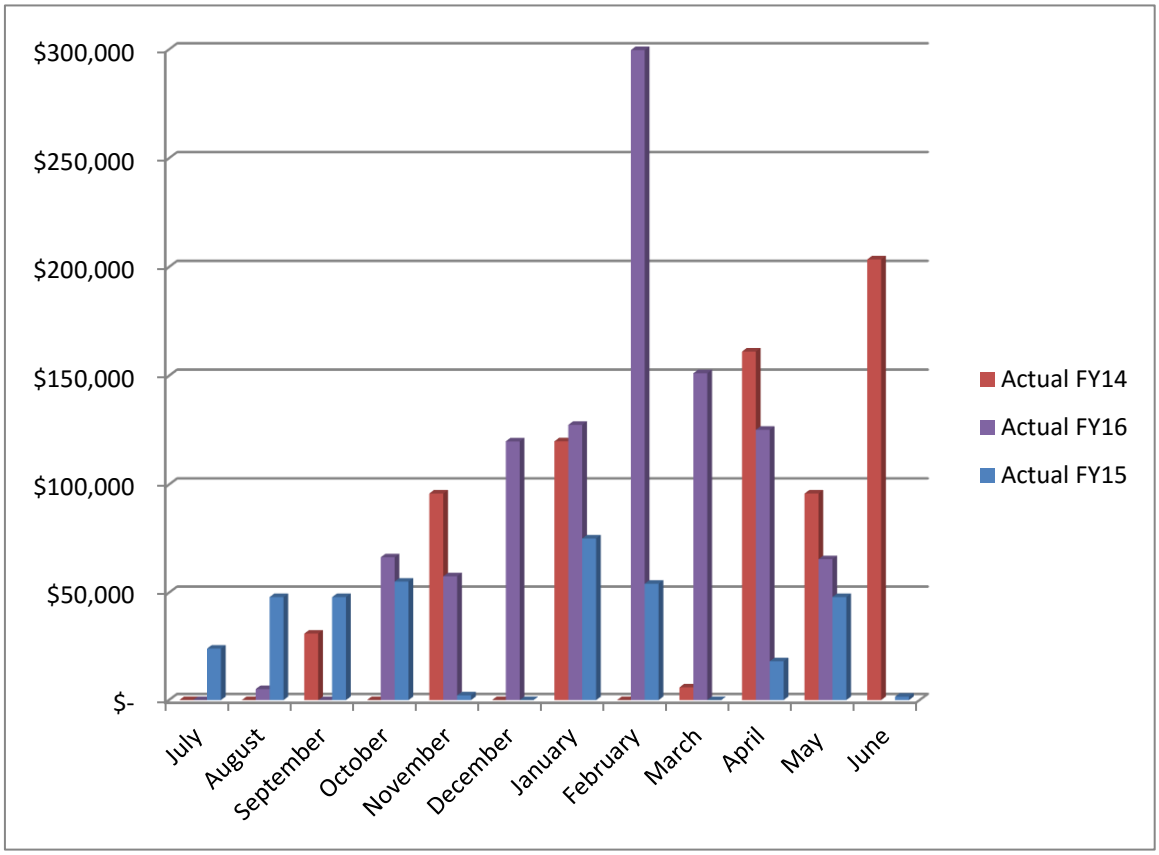
	Actual FY14	Actual FY15	Budget FY16	Actual FY16	Inc/Dec of Budget vs Actual	Budget Variance
July	$ 446,665	$ 165,544	$ 719,298	$ 197,494	$ 521,804	**27.5%**
August	$ 408,580	$ 411,069	$ 719,298	$ 448,110	$ 271,188	**62.3%**
September	$ 204,531	$ 415,730	$ 734,512	$ 173,284	$ 561,228	**23.6%**
October	$ 217,465	$ 1,168,758	$ 734,512	$ 785,951	$ (51,439)	**107.0%**
November	$ 602,638	$ 275,448	$ 734,512	$ 579,144	$ 155,368	**78.8%**
December	$ 561,929	$ 205,224	$ 734,512	$ 705,378	$ 29,134	**96.0%**
January	$ 1,304,199	$ 393,437	$ 734,512	$ 785,516	$ (51,004)	**106.9%**
February	$ 211,744	$ 753,200	$ 734,512	$ 277,216	$ 457,296	**37.7%**
March	$ 350,376	$ 811,276	$ 734,512	$ 476,098	$ 258,414	**64.8%**
April	$ 1,094,811	$ 819,256	$ 734,512	$ 801,484	$ (66,972)	**109.1%**
May	$ 736,145	$ 432,325	$ 734,512	$ 1,872,541	$ (1,138,029)	**254.9%**
June	$ 1,022,562	$ 1,181,739	$ 734,512		$ 734,512	**0.0%**
	$ 7,161,646	**$ 7,033,005**	$ 8,783,719	**$ 7,102,216**	$ 1,681,503	**80.9%**

MONTHLY BOARD REPORT

FY2016 (July 1, 2015 to June 30, 2016)

Capital Expense Summary

As of May 31, 2016



	Actual FY14	Actual FY15	Budget FY16	Actual FY16	Inc/Dec of Budget vs Actual	Budget Variance
July	$ -	$ 23,987	$ 104,903	$ -	$ 104,903	**0%**
August	$ -	$ 47,975	$ 104,903	$ 5,119	$ 99,784	**5%**
September	$ 30,974	$ 47,975	$ 218,851	$ -	$ 218,851	**0%**
October	$ -	$ 55,184	$ 218,851	$ 66,521	$ 152,330	**30%**
November	$ 95,949	$ 2,194	$ 218,851	$ 57,674	$ 161,177	**26%**
December	$ -	$ -	$ 218,851	$ 119,892	$ 98,959	**55%**
January	$ 119,937	$ 75,245	$ 218,851	$ 127,493	$ 91,358	**58%**
February	$ -	$ 54,185	$ 218,851	$ 299,738	$ (80,887)	**137%**
March	$ 5,916	$ -	$ 218,851	$ 151,205	$ 67,646	**69%**
April	$ 161,188	$ 18,078	$ 218,851	$ 125,234	$ 93,617	**57%**
May	$ 95,949	$ 47,993	$ 218,851	$ 65,625	$ 153,226	**30%**
June	$ 203,526	$ 1,593	$ 218,851		$ 218,851	**0%**
	$ 713,439	**$ 374,409**	$ 2,398,318	**$ 1,018,501**	$ 1,379,817	**42.5%**

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
FINANCE SUBCOMMITTEE

May 27, 2016
9:00 AM - 11:00 AM

Executive Conference Room
1237 N. Riverside Drive
Espanola, NM 87532

CALL TO ORDER: Councilor Pete Sheehey, Chair

Roll Call:

ITEMS FOR DISCUSSION/RECOMMENDATION

A. FY2017 Compensation Plan
Sponsor: Anthony Mortillaro, NCRTD Executive Director.
Attachment.

B. FY2017 Performance Matrix
Sponsor: Anthony Mortillaro, NCRTD Executive Director.
Attachment.

C. Update Finance Investment Policy SB56
Sponsor: Anthony Mortillaro, NCRTD Executive Director and Troy Bingham, Finance Director.
Attachment.

D. Update Travel Policy
Sponsor: Anthony Mortillaro, NCRTD Executive Director and Troy Bingham, Finance Director.
Attachment.

E. Conversion of Out Sourced Legal Services
Sponsor: Anthony Mortillaro, NCRTD Executive Director
Attachment

F. Minutes from April 22, 2016
Draft Minutes

MATTERS FROM THE SUBCOMMITTEE

ADJOURN

If you are an individual with a disability who is in need of a reader, amplifier, qualified Sign Language interpreter or any other form of auxiliary aid or service to attend or participate in the hearing of the meeting, please contact the NCRTD Executive Assistant at 505-629-4702 at least one week prior to the meeting, or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats.

Finance Subcommittee

Meeting May 27, 2016

9:00 a.m.

Board Members Present: *Councilor Pete Sheehey–Los Alamos County, Miguel Chavez-Santa Fe Co. Christy Van Buren-Ohkay Owingeh, Leandro Cordova-Taos County,*

Staff Present: *Anthony Mortillaro, Troy Bingham, Jackie Trujillo, Daria Veprek*

Guest(s) Present: *None*

Absent: *Alex Naranjo–Rio Arriba County, Henry Roybal–Santa Fe County, Philo Shelton-Los Alamos County, Jim Fambro-Taos County, Tessa Jo Mascareñas-Santa Fe County, Thomas Campos-Rio Arriba County*

Transcribed by: Jackie Trujillo-Executive Assistant

ROLL CALL

APPROVAL OF AGENDA

CALL TO ORDER

A regular Finance Subcommittee meeting was called to order at 9:14 a.m. on the above date by Councilor Sheehey.

ITEMS FOR DISCUSSION/RECOMMENDATION

A. FY2017 Compensation Plan

B. FY2017 Performance Matrix

Mr. Mortillaro recalled the consultant survey results discussed in January; this is the year we did a market survey which is done approximately every three years used to adjust pay ranges; based upon the January discussion and Budget Development the current FY2017 budget that was preliminary approved includes a 3% overall budgetary impact for compensation cost and adjustment of several individual employee salaries based upon the market survey; when the data came back and the salary ranges were reset; based on the market survey there are four positions consisting of five individuals that will fall below the new entry rate for those positions; those five individuals will get market adjustment rates; if the board passes this on July 1st; in addition all pay grades were adjusted based on the market adjustments.

He went on to explain paid for performance system, this only applies to non-representative employees; the District has always done pay per performance, have never done a cost of living adjustment for non-representative employees; this system has evolved into a more discrete performance category; each of those performance categories have a certain performance increase attachment.

Commissioner Chavez asked if this is part of the Collective Bargaining.

Mr. Mortillaro responded this is strictly for non-representative employees and is not discussed in the Collective Bargaining. CBA will be discussed at the June 10th meeting,

Mr. Mortillaro referred to page 6 – Performance Matrix; similar to last year's, 0-4% with more discrete performance categories due to going to a computerized performance evaluation system this system has rankings from 1-5%; previous paper system was using rankings from 1-4%; the performance categories with the performance scores have been broken down to a more discrete of potential distribution of a performance adjustment; the system calculates the net on a 1-5 rating on each category in the performance criteria, then the system will give you an overall rating.

Ms. Veprek gave a brief description of the Performance Pro; system is a competency based system which allows us to have an objective opinion on someone's performance based on a criterion; the focus on one thing where they consistently do not deliver although it does focus on the competency's and the supervisor can rate each employee on those competencies. A specialist from Performance Pro reviewed the job descriptions which built the systems competencies to each job.

Ms. Veprek continued to explain Performance Pro does not provide tools to evaluate someone but also provides standardized tools to create a performance action plan, these plans follow based on the needs or the position; the supervisors are trained on how to use the forms and answer any questions of the improvements expected to within the following weeks; if anyone has a performance that falls below the 3 they will automatically be assigned a performance improvement plan.

Further discussion continued on this item.

Mr. Mortillaro asked for a motion to recommend this to the full Board for their consideration of the Compensation Plan and the Performance Matrix.

Ms. Van Buren made the motion to recommend this item to the full Board for approval. Commissioner Chavez second the motion.

C. Update Finance Investment Policy SB56

Mr. Bingham referred to the investment policy mentioned 6 months ago when the investment policy was brought out of the total financial policies of the District and made it a standalone policy for the expectation that the investment policy would change more often than the overall policy.

He went on to explain SB56 has opened up the option of brokered CD; the District has all investments in CD's with banks within our service area requirements in the New Mexico statutes if operated in an investment structure it has to be within CD's in banks and credit unions operated within our service area, which is our 4 counties; we have more leeway because we operate within the 4 counties; we found the best rates at 40 bases points from LANB, 100 bases point with the Guadalupe Credit Union, we have been performing equal to a 6 months treasury note currently; by changing the investment policy and adding the ability to going into Brokered CD's the District's investments should be able to perform better than the average; Brokers CD's is sold through a secondary market, you have to get access to it through a Broker; the advantage of going through a Brokers CD's is one can trade a CD at any given time and potential not lose any value because of the secondary market.

Mr. Bingham referred to page 10 – Investment Policy; added language to the policy to add Broker's CD's, we have been in communication with LANB who put us in touch with a private broker who is taking over our LPL account we had with First National Bank of Santa Fe, they will work it out to where all of the current 40 bases points CD's will eventually become brokered CD's with LPL if the rates continue to be higher than traditional CD. LANB is collateralizing us at 100% for what is within the bank with Broker CD's we would be with various banks; banks are in the United States and are FDIC insured as long as we stay below $250,000.

Further discussion continued on this topic.

Mr. Cordova moved to accept changes in the Investment Policy as described. Commissioner Chavez second the motion adding the recommendation be tied to the Investment Policy options approved in Senate Bill 56 and it passed by a unanimous voice vote.

Mr. Cordova modified his motion to accept recommendation.

D. Update Travel Policy

Mr. Mortillaro referred to replacement page 26 attached to packet, regarding changes to in District and out of District travel; adding it is a bit more complex being that our district is 10,000 square feet.

Mr. Bingham began by explaining the changes in the policy; trying to keep in line with IRS regulations and rulings that we may not have been in total compliance with; understanding that employees must travel and do not want to put the burden on their backs to pay for all expenses, this policy is meant to reimburse them for that time spent away from family and time on the road. Two different levels of travel were created in the Travel Policy; changed the wording of travel in or out of District to travel within a 4-hour radius, inside the radius is a one-way parameter, if an employee is traveling inside or outside of the parameter they each fall under two different parameters, in state or out of state are different rates; adding the biggest change is inside or outside of the radius travel.

Mr. Bingham referred to page 16 – Business Travel and Meals Expenses Policy; included in this policy are candidates for employment adding they are treated equal as current employees.

Mr. Mortillaro made it clear that this policy isn't automatic for all employment candidates; these candidates have to be invited and the invite will state the District will cover these expenses.

Mr. Bingham moved on to Within Radius Travel; employees are encouraged to use the official District vehicle, due to it being cheaper to run a company vehicle then paying federal per diem rate at $0.54 a mile; some of our employees have to travel into work to pick up a vehicle then travel back in the same direction we then can work with the employee to use their own vehicle. Referring to page 18 – Personal Vehicle; this comes more compliance with the IRS; we don't pay anyone commuting to or from work, if commuting you have to minus the miles traveled to work as well as if you are traveling in the opposite direction you will have it minus what you normally travel to work as your daily commute; verification of all travel is clarified on MapQuest, Google Maps or any equivalent mapping programs. Insurance issue, if an employee gets into an accident on their own personal vehicle while on company travel, the District will cover the employee because the employee is on company time; it is required for the employee to notify their insurance they are using their personal vehicle for District use. Referring to Miscellaneous Automobile Related Expenses he mentioned the District has a Santa Fe meter key in the District vehicle to cover meter parking in Santa Fe, other fees will be reimbursed to the employee with proper documentation. Special Travel Situations; companion, spouse, or other family members traveling within radius travel for business purposes is s strictly prohibited. Lodging; expenses for in radius travel requires preapproval by the Executive Director. Meal allowance is paid on a reimbursement bases. Air travel; when travel is anticipated a travel form must be completed and approved prior to incurring travel expenses, attached should be any documentation of program contents for in state or out of state travel; every effort should be made to obtain the lowest possible round trip coach fare; there may be times that only premium seating is available at booking, for those occurrences an exception is done with the proper documentation stating that is the only availability. Official District vehicle; employees are encouraged to use a District vehicle in lieu of a personal vehicle whenever a District vehicle is available; employees will be reimbursed for all gas or parking receipts if a gas card is not available. When renting a vehicle for business purposes the employee should make sure to specify the District's name in the travel agreement, no additional insurance should be purchased for a rental car; referring to page 25; Per Diem Meal Allowance; per diem rate changed from $50 to $59 a day for In-State travel and is inclusive for gratuity and incidentals; daily per diem rate changed from $68 to $64 a day for three meals for Out-of-State travel and is inclusive of taxes, gratuity and incidentals.

Ms. Van Buren asked if this is GSA rates.

Mr. Bingham responded he researched the GSA website and rates specified are standard.

Councilor Sheehey questioned standard lodging rate.

Mr. Mortillaro added we use the conference rate that is offered for the conference this is for a standard room.

Mr. Bingham referred to page 26, revised hand out; explaining expenses for when the employee leaves on travel on first day when they return; meal they are entitled to and to explain if an employee leaves before 10am they will receive 100%; 10am to 2pm, 78%; leaving after 2pm they will get 53%, calculated to pay breakfast, lunch, and dinner; same rate when the employee returns to their home. Expense Payment Options; referred to page 28; employees are encouraged to use P-Card with clarification of pre-approval forms; clarification of any over-night stays will need approval from Tony.

Mr. Bingham asked for this policy to go for approval in front of the Board.

Commissioner Chavez asked if the travel policy is a standalone policy that is part of the Employee Manual.

Mr. Mortillaro confirmed it is in the Administration and Finance Policy book.

Ms. Veprek added she includes a copy of the policy on the On-boarding Manual which applies to exempt employees.

Commissioner Chavez made a motion to approve changes on the Travel Policy and forward them to the full Board. Ms. Van Buren second the motion and it passed by a unanimous voice vote.

E. Conversion of Out Source Legal Service

Mr. Mortillaro mentioned recently, the District was approached regarding the possibility of considering the performance of legal services in house; in regards to this concept Staff evaluated approximately 5½ years' worth of legal fees and determined that legal services being performed in house on a part time basis could be advantageous to the District; adding currently the District pays $165 per hour with Basham & Basham.

Mr. Peter Dwyer, current contract legal counsel with the firm of Basham & Basham, has indicted an interest in serving as the District's in house legal staff on a 21 hour per week basis at $40 per hour/week X 40% benefit load X 52 weeks = $61,152/year; other expenses would be for annual bar licensing fee $410/year, annual legal transit conference $2000 as well as a fully outfitted vacant office with computer; total cost of $63,562. In comparison the annual average annual fee was $68,520. Legal expenses performed in-house would result in an annual fixed expenditure.

Further discussion continued on this topic.

Ms. Van Buren moved to approve converting the existing contracted legal services to an in-house position and to provide a recommendation to the Board. Mr. Cordova seconded the motion and it passed by unanimous voice vote.

F. Minutes from April 22, 2016

Mr. Mortillaro asked the Finance Subcommittee to review and approve the minutes from April 22, 2016.

Ms. Van Buren made a motion to approve the minutes for the Finance Subcommittee from April 22, 2016 meeting. Councilor Sheehey seconded the motion and it passed by a unanimous voice vote.

MATTERS FROM THE SUBCOMMITTEE

ADJOURN

Commissioner Chavez moved to adjourn the meeting. Councilor Sheehey second the motion and it passed by a unanimous voice vote.

Next Finance Subcommittee will be held June 30, 2016 at 9:00 AM.

Daniel Barrone
Chair

Anthony J. Mortillaro
Executive Director

Governmental
Board of Directors

City of Española

City of Santa Fe

Town of Edgewood

County of Rio Arriba

County of Santa Fe

County of Los Alamos

County of Taos

Town of Taos

Nambé Pueblo

Ohkay Owingeh Pueblo

Santa Clara Pueblo

Pueblo of Pojoaque

Pueblo of Tesuque

Pueblo de San
Ildefonso

Tribal Subcommittee

Wednesday, June 29, 2016 @ 200p

Jim West Regional Transit Center

AGENDA

CALL TO ORDER

1. Roll Call
2. Introductions
3. Approval of Agenda
4. Tribal NTD report- process and resulting TTP award(s)
5. Title VI translation request
6. TTP Discretionary Program- Jicarilla Apache Nation service request
7. Upcoming Feast Days
8. Future meeting topics/ideas
9. Future meeting schedule
10. Miscellaneous

ADJOURN

EXECUTIVE REPORT
For June 2016

EXECUTIVE

- Continued in collective bargaining negotiations.
- Continued discussions with Taos County Treasurer regarding special events service request.
- Continued bi-weekly TSV project meetings.
- Continued discussions with TSV Corporation regarding Green line service to TSV.
- Continued review and discussion of outstanding site property issues with Attorney and staff.
- Meet with Rick Lopez, Director of Local Government regarding NMTA issues.
- Meet with NMDOT and City of Santa Fe regarding regional call center services.
- Meet with NMDOT and City of Santa Fe and MPO regarding 5307 funding.
- Review of RFP's for consolidation/merger study.
- Interviews of selected Firms for consolidation/merger study.
- Attended NMTA Executive Officers meeting in Alamogordo.
- Staff and I meet with Tourism Santa Fe regarding Mountain Trail route.
- Attended monthly MPO TCC meeting.
- Attended via conference call APTA Small Operations Committee.
- Attended via conference call APTA State Affairs Committee.
- Met with Attorney and Staff regarding various legal issues and associated documents.
- Prepared Board and Finance Subcommittee meeting materials.
- Met weekly with Board Chair Barrone on various issues.
- Continued review, revision and creation of various NCRTD policies.
- Maintained continuous communication with board members, subcommittee members, and Chair.
- Attendance at various NCRTD staff and subcommittee meetings, including Board, Finance and Tribal subcommittees meeting.
- Addressed a variety of employee human resources issues and prepared memorandums to document district actions.

LEGAL

- Review of Merger/Consolidation Contract
- Review of Court/Litigation Leave policy

MARKETING/PUBLIC INFORMATION OFFICE

- Created a new route brochure for the Mountain Trail summer pilot. Created a one-page brochure for the schedule of the Santa Fe Wine Festival and Viva! Mexico in English and Spanish
- Completed the layout, design. Production and printing of the Finance Department's FY 2017 Budget Book
- Participated in two VTCLI (Veterans Transportation and Community Living Initiative) meeting with representatives of NMDOT, NM transit agencies, NM Department of Veteran Services. Committed to donating the space for load side partial wraps of the Chama, Questa and Edgewood buses. An NMDOT program will cover the cost for production and install of the wraps
- Met with ad sales representatives of the Taos News, Santa Fe New Mexican, KSWV/Santa Fe Hometown News, LMNOC Broadcasting and Albuquerque Journal to discuss advertising for next year
- Worked with the Santa Fe New Mexican for various pieces planned for the Mountain Trail
- Worked with NM Rail Runner for social media and newsletter promotion of

Mountain Trail and Las Golondrinas special events.
- Met with Las Golondrinas to discuss special event shuttle services
- Met with Randy Randall, TOURISM Santa Fe to discuss summer pilot for Mountain Trail
- Provided rider alert training to various operations staff
- Provided social media management – Facebook, Instagram, Twitter – with daily postings
- Dump the Pump Day 2016 – coordinated with APTA to have a DTPD page on our site, as well as promoted it on our social media pages
- Facebook Ad Campaigns – managed ad campaigns on Facebook, which were the Mountain Trail summer schedule announcement and National Dump the Pump Day
- Nambe-Pojoaque Billboards – designed billboard/signs to be placed in Nambe/Pojoaque promoting our service and worked with NMDOT for creation of the signs
- NCRTD website edits and updates – updated site with announcements (RFP, Job posting, Las Golondrinas, etc.) and am updating pages with current info, such as Meet Our Drivers, how to use the bike rack, and our ADA/Wheelchair accessible information page
- Video Filming and Production – officially kicked off, purchased equipment
- Blue Bus Times – newsletter released June 10th – summer quarterly
- Cristina Lepisto, Marketing Specialist, successfully completed NMDOT PIO Media Training – training on what it takes to be a PIO and how to work with the media
- Participated in two meeting with Town of Taos, Village of Taos Ski Valley, Taos Ski Valley, Inc., and VTSV Chamber to discuss planned services for upcoming winter service
- Drove the El Rito Route to distribute schedules along the route
- Rider Notices & Alerts – ongoing (pueblo closures, holidays)
- Mountain Trail promotional ads ran in the SF New Mexican Pasatiempo June 24 and July 1 with a ¼ page ad running on June 25 & 30
- KDCE – 950 AM radio in Espanola, :30 sec radio spot and sponsorship of the 7:30 AM news ran 17 days in June excluding Saturdays and Sundays
- KSWV 810-AM in Santa Fe, :30 sec Mountain Trail spots ran 20 times in June as well as 30 :20 sec promos announcing RTD sponsorship during the 7:30 AM ½ hour
- KTAOS 101.9 FM in Taos, 14 :30 sec radio spots ran each week in June
- A series of 30-second spots in English and Spanish ran on KXMT in Taos
- Two banner ads ran in June in the Santa Fe New Mexican. Two banner ads ran in the Taos News and Los Alamos Monitor. Two 1/8 page ads ran in the Rio Grande Sun
- A series of digital ads ran on SantaFe.com, Santa Fe Hometown News, Los Alamos Daily Post and Valley Daily Post. Ads also continued running on the Taos News website as well as in Google searches in the Taos County area
- Ads ran in the Chama Valley Times and in the Green Fire Times this month

SERVICE DEVELOPMENT

- May 2016 5311 Ridership Report
- ITS AVL/CAD project work including:
  - Oversight of ongoing tweaks and improvements to schedule, routing and map
  - Continued data entry input and oversight, emphasis on trigger boxes and angles of entry
  - Ongoing participation in Taos area project
- TAP FY15- request to rebid construction submitted to NMDOT and FHWA, awaiting response
- TAP FY15 and future- On-call engineering contract awarded to Wilson &

Company pending NMDOT and FHWA approval
- Tribal NTD reports completed and submitted
- Involved in and attended Taos County Comprehensive Plan meeting
- Las Golondrinas special event service: create schedule; create routing and map; met with Las Golondrinas Staff; coordinate behind-the-scenes
- Complete and submit annual ICIP to DFA
- Attended EEOC training
- Participated in FTA Planning Final Rule webinar
- Performed Avail ridership comparison between tally and MDT
- Completed the preliminary assessment of Town of Taos routes based on first year of operations
- Met with local landowner to discuss trash can and/or facility installation

OPERATIONS

- Received three (3) Ford – Transit vehicles for the 5310 paratransit service
- Performed a special events request for the Town of Taos Mother's Day
- Joint effort performed with DOT to visually enhance the Espanola Park N Ride Transit Center
- Time adjustment implemented to the El Rito route with ridership improvement
- Taos driver participated in the National Road-EO with a placement of fourteenth
- Supervisor attended CTAA national conference in Portland Oregon
- Supervisor attending NMTA Supervisor training in Bernalillo, NM

HUMAN RESOURCES

- Celebrated Birthdays and Anniversary Day on Wednesday, June 8
- Coordinated Above and Beyond Raffle Winners for June
- Conducted Interviews for Drivers. Filled one position.
- Participated in the Collective Bargaining negotiations.
- Sent updated Union List.
- Attended SHRM Conference Jun19-Jun22 in Washington DC
- Prepared PAFs and met with employees affected by the Market Adjustment/New Comp Plan

Performance Measures

for

Fiscal Year 2016

May 2016

The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District's costs, efficiencies and productivity is not measured against any benchmark or standard or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives."
The report data collected is grouped into 3 areas: Administrative, Fleet and Customer Related:

1. **Administrative:**
   - **A. Ridership, All Funded Routes**
   - **B. Ridership, NCRTD Operated Routes**
   - **C. Monthly Expenditures**
   - **D. Cost Per Mile**
   - **E. Cost Per Trip**

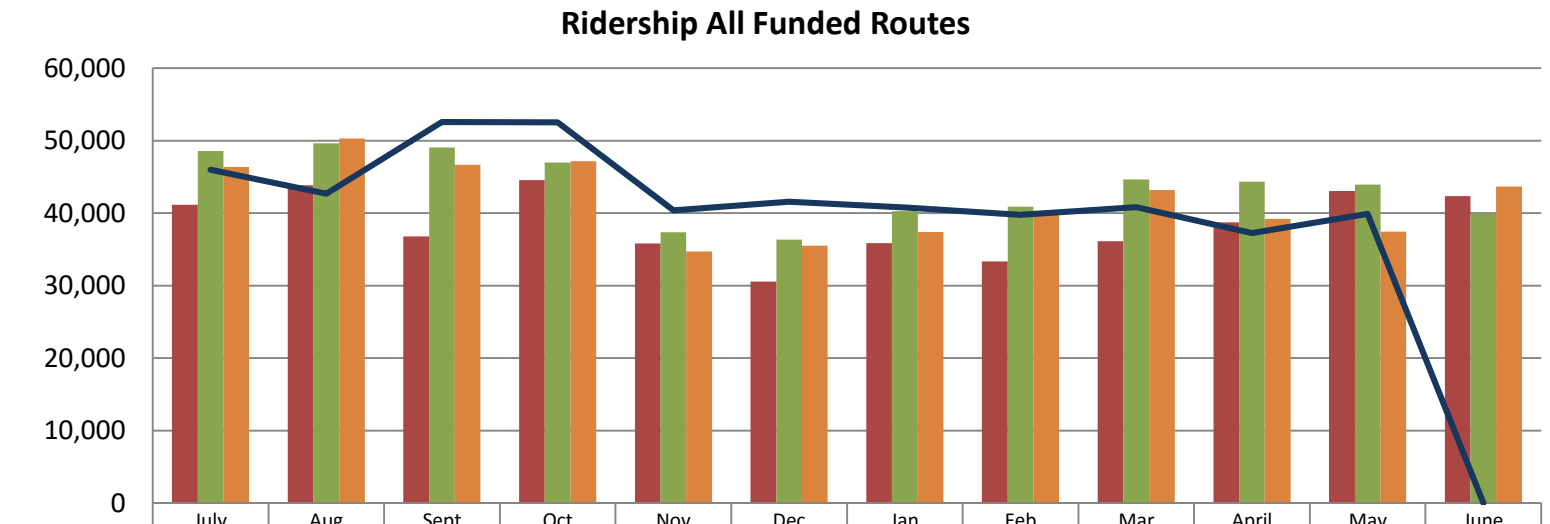
2. **Fleet:**
   - **A. Vehicle Back Up Ratio**
   - **B. Average Vehicle Age**
   - **C. Percentage of "On-Time" PM / Inspections**
   - **C. Accidents, Major/Minor Tracking**

3. **Customer Relations:**
   - **A. Complaints**
   - **B. Incidents**

The In-state/local comparable is Sandoval/Valencia Counties which are operated by the Rio Metro Regional Transit District. This benchmark/peer entity was chosen since they are within New Mexico and somewhat similar to rural transit service. The FTA benchmarking data used originates from the Rural Transit Fact Book 2014. The data is for 2012 in FTA Region 6, rural providers which includes New Mexico, Texas, Oklahoma, Arkansas and Louisiana.

Ridership Tracking of All NCRTD Funded Routes

Tracking ridership is the #1 way a public transportation agency can gauge its effectiveness of the service it provides. Ridership data for all routes funded by the NCRTD are collected by City of Santa Fe and Los Alamos County. This data is forwarded and combined with the data from the District's operated routes. These numbers are then compiled into a monthly ridership report. This measurement tracks the number of one way trips taken on all the routes within the district. This graph shows the NCRTD combined total ridership numbers, and compares them each month, identifying any increases or decreases in the number of monthly trips. This also indicates how well the regional district is continuing to address the issue of accessible mobility by routes that are in areas where there is public demand. Sandoval/Valencia counties are used local/in-state comparison benchmark, as they are similar in service but smaller in size: a two county service of the Rio Metro Transit District.



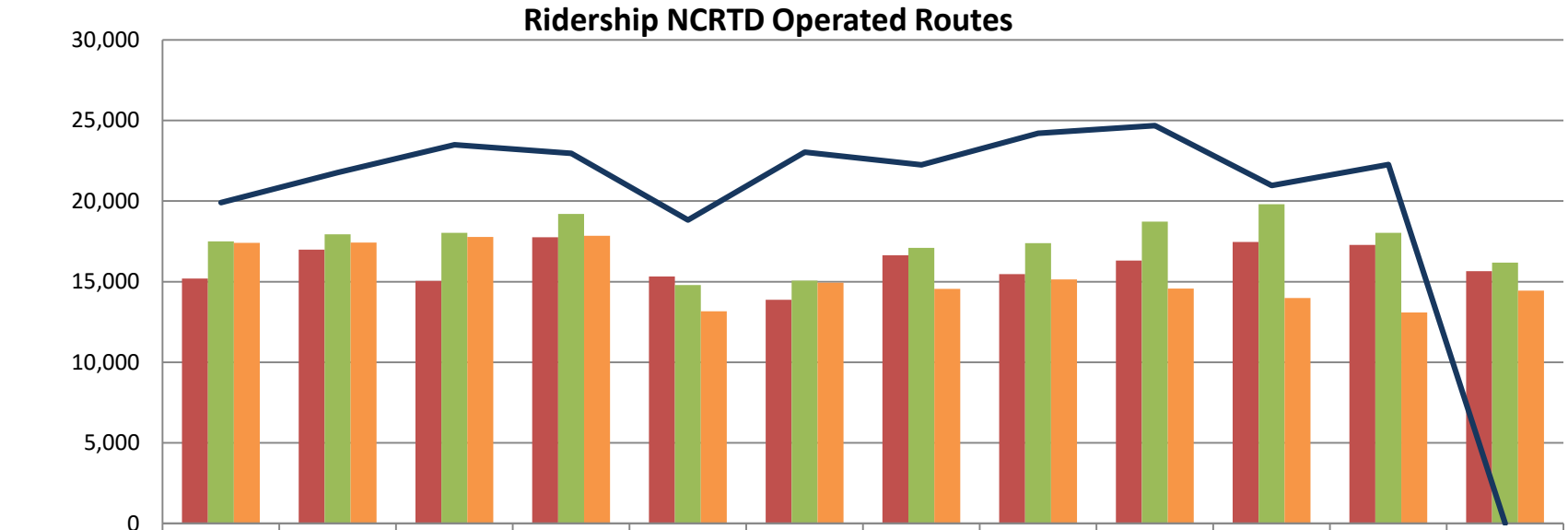
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 12-13	41,135	43,836	36,784	44,537	35,825	30,576	35,877	33,352	36,135	38,724	43,060	42,332
FY 13-14	48,552	49,624	49,034	46,976	37,369	36,320	40,271	40,871	44,627	44,335	43,930	39,934
FY 14-15	46,374	50,295	46,680	47,152	34,702	35,509	37,422	40,320	43,164	39,195	37,447	43,676
FY 15-16	45,966	42,682	52,575	52,528	40,393	41,584	40,794	39,780	40,830	37,248	39,882	

FY12/13 = 462,173 FY13/14 = 521,843 FY14/15 = 501,936 FY15/16 = 474,262

Performance Measure - Administrative:

Ridership Tracking of NCRTD Operated Routes

This ridership data is collected by the NCRTD drivers for all routes operated by the District. This includes 26 flex and commuter routes as well as the demand response and paratransit routes. Totaling the number of one way trips on NCRTD routes, allows staff to evaluate effectiveness and to ensure that the service is reaching areas in the district that have high demand for accessible mobility. Sandoval/Valencia counties were selected as a local/in-state comparison benchmark.



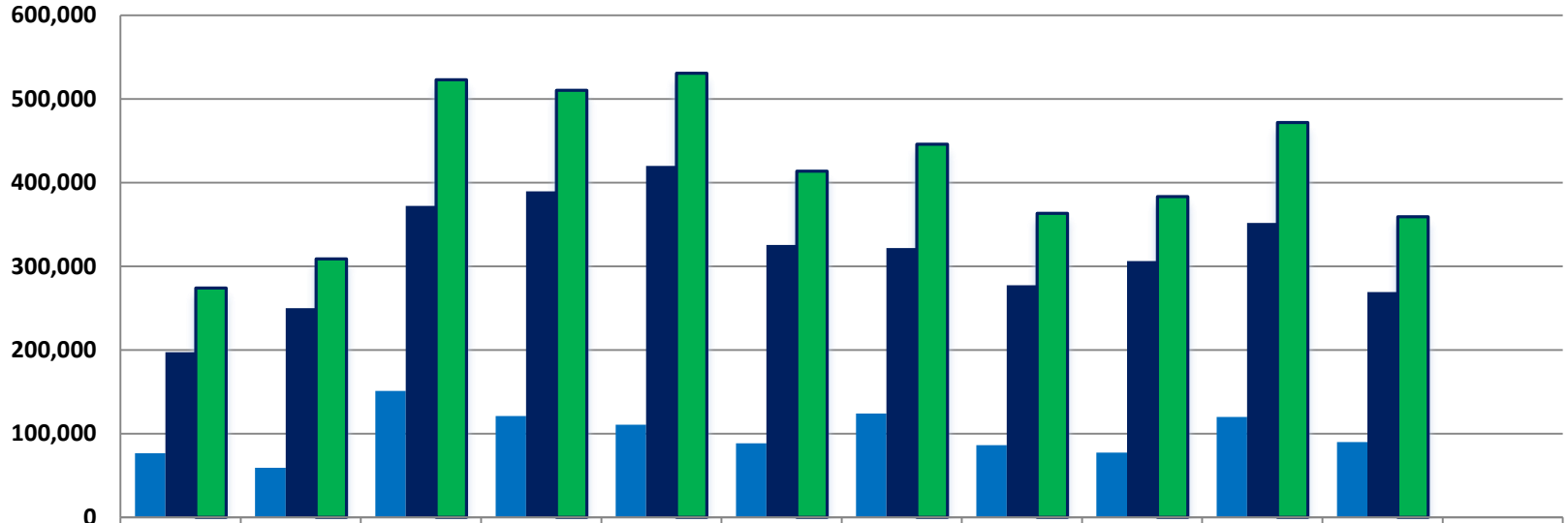
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 12-13	15,200	16,995	15,052	17,760	15,317	13,872	16,642	15,471	16,315	17,465	17,285	15,653
FY 13-14	17,504	17,934	18,033	19,205	14,792	15,069	17,102	17,380	18,719	19,804	18,021	16,187
FY 14-15	17,415	17,419	17,781	17,843	13,155	14,933	14,545	15,134	14,578	13,983	13,087	14,447
FY 15-16	19,899	21,768	23,498	22,962	18,824	23,033	22,245	24,214	24,675	20,963	22,273	

FY12/13 = 193,027 FY13/14 = 209,750 FY14/15 = 184,320 FY15/16 = 244,354

Monthly Expenditures for Administrative and Operating

The NCRTD's Finance Department provides the administrative and operating expenses in a monthly budget status report. It is important to measure the expenditures to maintain a balanced budget, as well as tracking the administrative and operating margins. This data is used in determining the cost per trip and the cost per mile. Tracking the budget and monitoring operational costs allows management to target specific dollar amounts when creating future budgets and requesting federal funding from the NM Department of Transportation.

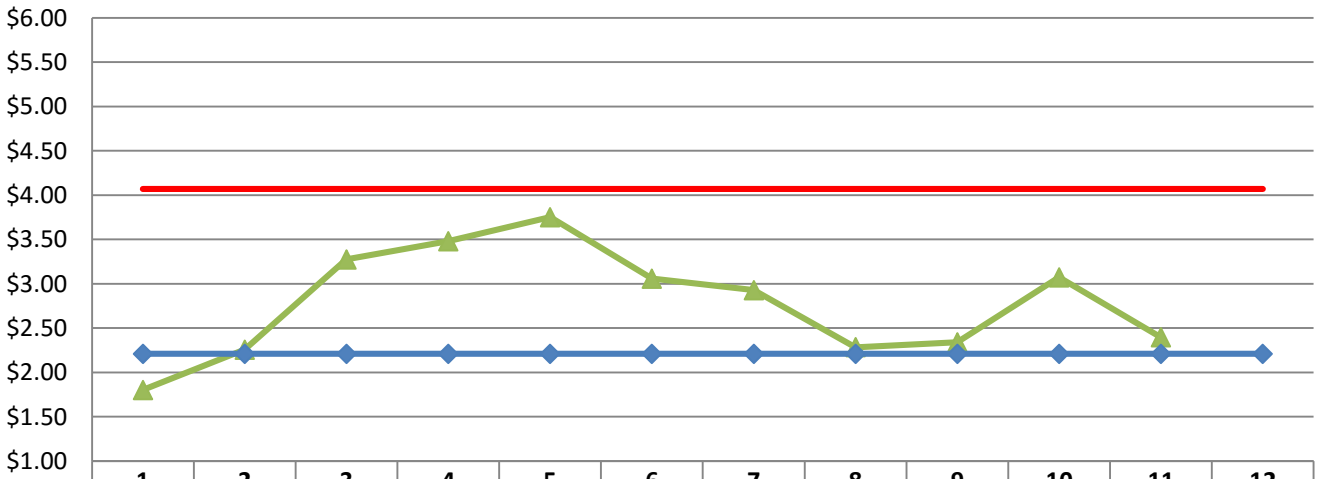
Monthly Expenditures FY 15-16



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Admin	$76,354	$59,063	$151,069	$121,003	$110,781	$88,349	$124,070	$86,141	$77,121	$119,907	$90,047	
Operating	$197,484	$249,820	$372,007	$389,501	$419,913	$325,386	$321,680	$277,233	$306,067	$351,926	$269,260	
Total	$273,838	$308,883	$523,076	$510,504	$530,694	$413,735	$445,750	$363,375	$383,188	$471,833	$359,307	$0

Operational Cost per Vehicle Mile

Cost per vehicle mile is the total operating costs per month in relation to the total vehicle miles per month traveled on NCRTD routes. The mileage data is logged daily for each route and compiled into a monthly report. Monthly operating costs are obtained from the Monthly Expenditures (chart above) and the number of miles travelled for NCRTD operated routes. As a cost efficiency measure, operating costs per vehicle mile assesses the financial resources needed for the District's route operations. This measurement is a beneficial tool for the planning and operation's departments. The NM Department of Transportation uses this as one of their performance measures in the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per mile vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties' annual average are used as a local/in state comparable benchmark, even though their system is smaller than NCRTD. Data from the **2014*** Rural Transit Data Fact Book, specifically FTA's District 6 (our district) annual cost per mile is included as a benchmark**. *This Data from 2014 Rural Transit Data Fact Book has been revised for the FY15 year.**

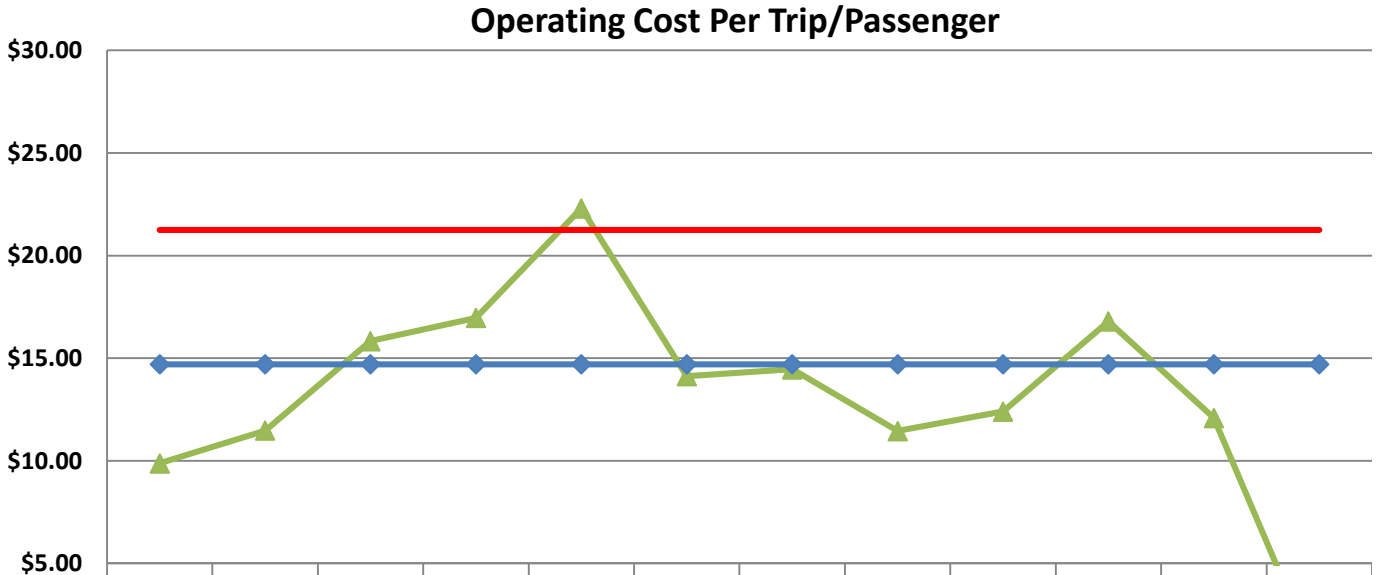


	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Mile	$1.80	$2.26	$3.27	$3.48	$3.75	$3.06	$2.93	$2.28	$2.34	$3.07	$2.39	
Sandoval/Valencia	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07	$4.07
Region 6 Total Cost Per Mile	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21	$2.21

Performance Measure - Administrative:

Operating Cost per Trip

When transit data is collected, passengers, riders and rides are counted and referred to as “trips.” One passenger can generate several trips in a day, and these are counted individually. Example, a particular rider may board in Questa (1 trip) and transfer to the Taos to Espanola bus (1 trip) and again transfer to the Santa Fe bus in Espanola (1 trip) for a total of three trips. The cost per trip is computed on a monthly basis by dividing the monthly operating costs from the Monthly Expenditures (chart above), by the total monthly number of trips (ridership). NM Department of Transportation uses this as one of their performance measures to the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 funding. This is a management tool to track our cost per trip vs. the amount of budget being spent to operate a particular route as well as collectively for all routes. Sandoval and Valencia counties’ annual average are used as a local/in state comparable benchmark, even though their system is smaller than the NCRTD. Data from the **2014*** Rural Transit Data Fact Book, specifically FTA’s District 6 (our district) annual cost per trip is included as a benchmark. **. *This Data from 2014 Rural Transit Data Fact Book has been revised for the FY15 year.**

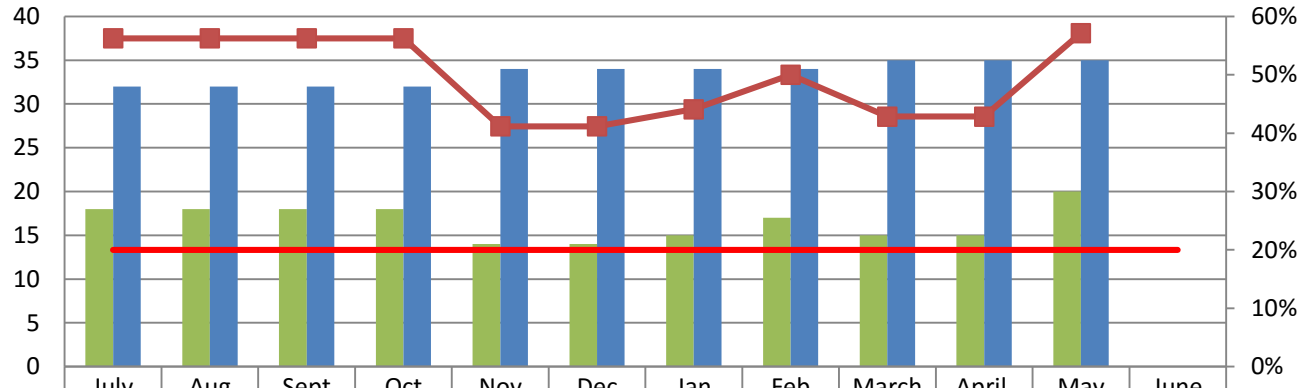


	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Trip	$9.88	$11.48	$15.83	$16.96	$22.31	$14.13	$14.46	$11.45	$12.40	$16.79	$12.09	$0.00
Sandoval/Valencia	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24	$21.24
Region 6 Total Cost Per Trip	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70	$14.70

Spare Vehicle Ratio/Combined all Vehicles

FTA defines the spare ratio as the percentage of spare vehicles in comparison to the number of vehicles required for annual maximum service. Recommended FTA spare vehicle ratio is 20% for fleets over 51 vehicles. NCRTD's fleet totals 55 and is exempt from this guideline but it is a good benchmark to keep in place. With an annual maximum service of now 35 and a backup fleet of 20, the backup ratio is 57.14%. This higher number is needed and reasonable due to the variety of passenger seating requirements for specific routes throughout the District. These backup vehicles ensure consistent coverage of all routes when vehicles are off line due to routine maintenance or unexpected breakdowns.

Spare Vehicle Ratio/Combined All Vehicles

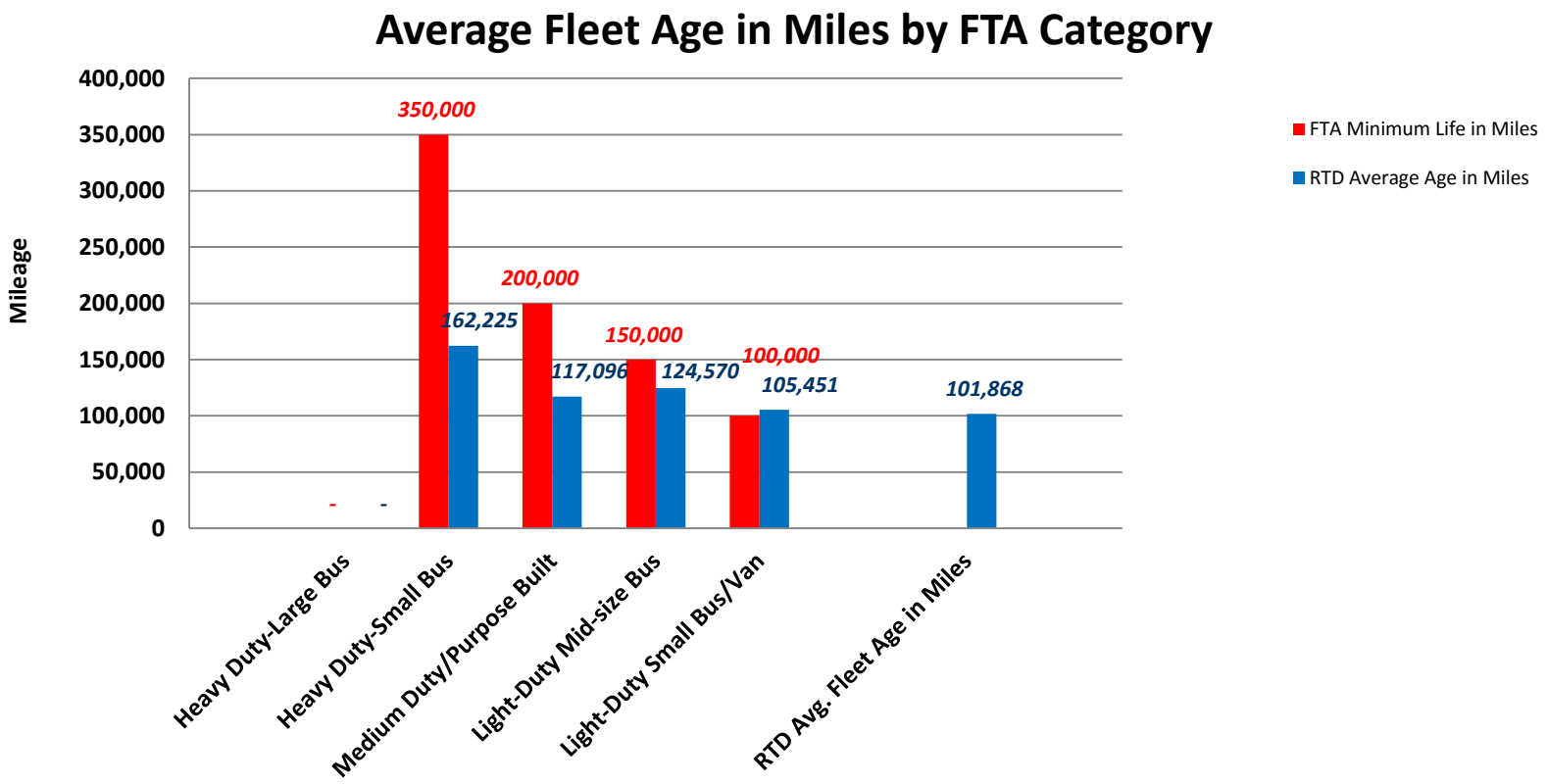


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Spare Vehicles	18	18	18	18	14	14	15	17	15	15	20	
# Needed to run	32	32	32	32	34	34	34	34	35	35	35	
Spare Ratio	56.25%	56.25%	56.25%	56.25%	41.18%	41.18%	44.12%	50.00%	42.86%	42.86%	57.14%	
Recommended	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%

Performance Measure - Fleet:

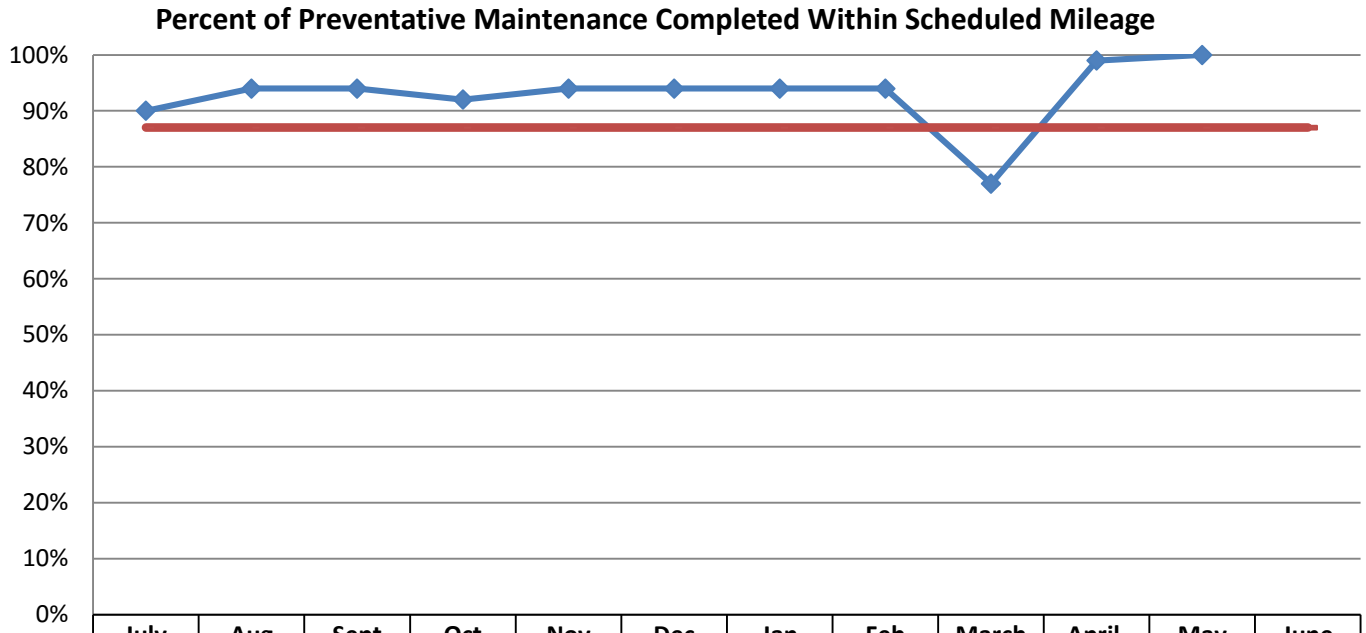
Average Fleet Age

The FTA allows the use of years or mileage to attain usable life. The District uses mileage rather than the year of manufacture because of the large area of the district and the high number of miles traveled on an annual basis. This compares the age of specific kind of vehicles by mileage in accordance to the FTA guidelines. This is useful in fleet replacement planning. The numbers will vary month to month as mileages increase and old vehicles are replaced by new.



Percentage of "On-Time" PM / Inspections

The federal benchmark for the percentage of "on-time" preventative maintenance (PMs) and inspections for the fleet is 87%. Inspections are required to be conducted within certain mileage timeframe by vehicle manufacturers for the various sizes of vehicles. Manufacturer's recommended maintenance schedules may range in mileage due to the component makeup of a particular vehicle. The FTA recommends they be conducted within the manufacturer's recommended maintenance schedule. However, as a sub recipient of NMDOT we are allowed varied standards as approved by NMDOT. With the variety of sizes and component makeup of District vehicles, we have determined and hold to a standard of 6000 mile intervals for the light and medium gasoline powered fleet and 7000 miles for the diesel powered medium-heavy fleet. This ensures frequent safety inspections and PM services at reasonable intervals that result in a more dependable and safer fleet. This data is collected and tracked by the Fleet Maintenance Manager.



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY 13-14 RTD Maintenance	90	94	94	92	94	94	94	94	77	99	100	
FTA Recommendation	87	87	87	87	87	87	87	87	87	87	87	87

Performance Measure - Fleet:

Accidents per Month

This measurement shows us how many accidents occur within a month and to what frequency they occur. These are logged as minor or major accidents. A minor accident for example, is one where a driver hits a stationary object while backing but there is minimal damage. A major accident is one where there may be significant damage and/or injury, and a FTA Post accident drug screen is required. All accidents are reported to the Operations and Maintenance Manager to decide on what corrective action needs to be taken. There are established internal reporting and follow up procedures. All accidents, major or minor, are investigated and documented, and dealt with accordingly by the operations management team. As a result, disciplinary measures and/or driver re-training may be required by the outcome of the investigation.

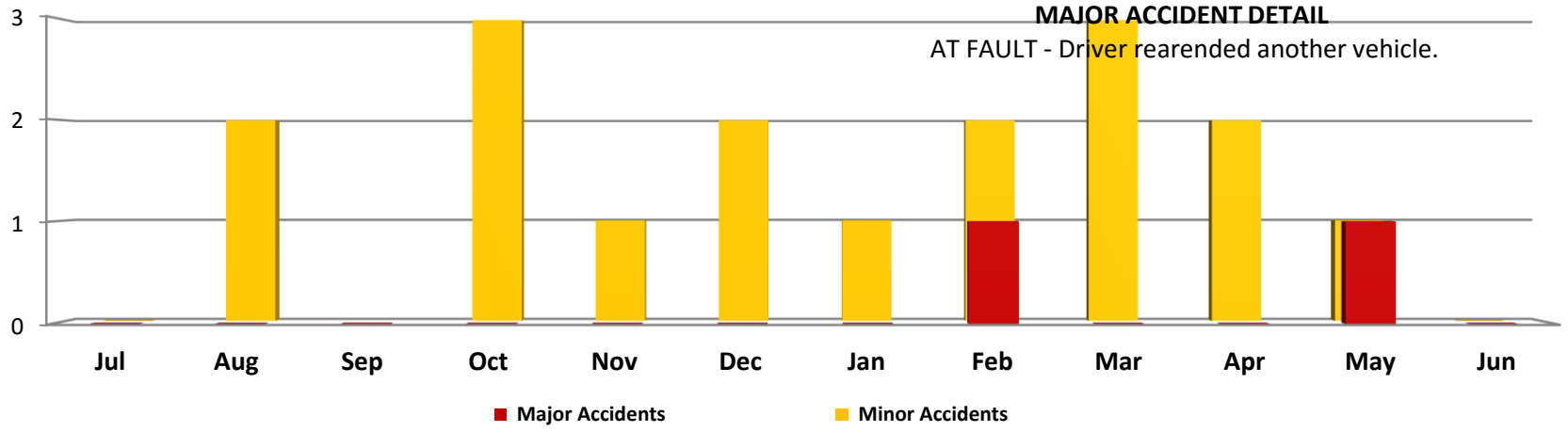
Number of Major/Minor Accidents per 104,664 Miles Avg. Driven Monthly

MINOR ACCIDENT DETAIL

NOT AT FAULT - Drive hit tree stump/debree on the road.

MAJOR ACCIDENT DETAIL

AT FAULT - Driver rearended another vehicle.



Last Minor Accident - May 18, 2016

Miles Driven since last Minor Accident - 39,872

Last Major Accident - May 6, 2016

Miles Driven since last Major Accident - 274,120

Performance Measure – Customer Relations:

Complaints per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These are categorize by the type of complaint, and evaluated as to the seriousness of the complaint and whether or not a course of action needs to be taken, i.e. driver reprimand, driver retraining, vehicle maintenance, etc. This measure is intended to measure the percentage of complaints versus the total ridership for the month. Driver performance can be graded and we can see if more drivers training needs to be scheduled for particular drivers. Customers also have complained about routes, stops, dispatch, bus cleanliness and other various categories.

1. Santa Clara – The Santa Clara bus was running early.
Supervisor called the customer back notifying them the bus was running 2 minutes late. Gave them an update as to the times the bus will be in the area they were requesting services from.
2. Taos Express – An individual missed the Taos Express bus in Santa Fe to Taos. She was not sure where exactly the bus stop was, she was given misinformation by someone at the Rail Runner and was redirected to the Visitor Center. There was no physical address of the stop on the NCRTD website. She would like to be reimbursed for her Uber Ride from Santa Fe to Taos, $136.00.
The individual did receive information regarding the location of the bus stop. The NCRTD was unable to verify the information that was provided by Rio Metro. The customer was at the wrong bus stop. The Avail system did verify that the bus departed on time from the proper bus stop.
3. Taos – A passenger became upset when she was not dropped off at the stop that she wanted to be dropped off at. The passenger claims she missed her appointment.
The Supervisor called the passenger, the passenger stated it was more of her fault for not knowing the stops. The Supervisor advised her if she was unsure of the stops to ask the drivers for route information upon boarding to make the ride as smooth as possible. The passenger then asked for an ADA application which the Supervisor will be mailing out to her.

FY 15-16 Number of Complaints

	Total	Schedule Issues	Driver Performance	Against other Passengers	Miscellaneous*	Percent VS Ridership
July	3		1		2	0.02%
August	2		2			0.01%
Sept	6		5		1	0.03%
Oct	0	0	0	0	0	0.00%
Nov	2	1			1	0.01%
Dec	4		3		1	0.02%
January	0	0	0	0	0	0.00%
Feb	2		1		1	0.01%
March	3		3			0.01%
April	3	0	2	0	1	0.01%
May	3	3	0	0	0	0.01%
June	0					
	0					
Total	28	4	17	0	7	0.01%

Performance Measure – Customer Relations: Customer Incidents

This performance measure calculates the number of customer incidents reported to the Operations and Maintenance Manager on a monthly basis. Customer incidents are any serious occurrence that may have an outcome that could be potentially hazardous to the driver or other passengers. These situations could be anything such as two passengers arguing over something, or a rider threatening a driver, or a non rider harassing a driver for not being on time. It could also be a passenger falling down on the bus, or a passenger stepping in front of the bus as it pulls away from the curb to stop it to get on the bus. This data is collected by the driver writing an incident report and turning it in to the Operations and Maintenance Manager. This is intended to measure the types of situations that arise and how frequently they arise on the various routes of service provided by the NCRTD. This measurement tells us the frequency of incidents versus the number of monthly riders. We can then see if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

1. Westside – A driver found a needle on the floor of the bus while cleaning out the unit, the needle was turned in to the supervisor.
2. Tesuque – While at Sheridan Street, a lady boarded the bus yelling at the driver he was 3 hours late. She continued to yell at the driver. The driver saw a police officer next to him at a stop light, he asked the officer to follow him to the South Capitol stop. The police officer followed the bus to South Capitol. When they arrived at the stop the lady exited the bus, the police officer detained her and did not allow her to board the bus again.
3. Chimayo/Penasco/Taos – The driver radioed into dispatch for clarification if a rider who was at a stop was still 86th from riding the bus. The rider's status was still 86th, so he was not allowed to ride the bus.
4. Santa Fe/Taos – Dispatch radioed to the driver to return back for a passenger who was at the NCRTD office stop. Upon arriving at the Taos County Admin stop the passenger was passed out due to intoxication. Taos EMS had to be called out to get the passenger off of the bus.
5. Chama – The driver refused service to a man who was intoxicated.
6. Tesuque – A man at the Sheridan Street stop gave the driver a hard time. The driver felt threatened and worried about his safety.
7. Riverside I – An intoxicated passenger on the bus was very disruptive while on the bus. The driver is requesting this passenger be 86th from the bus.
8. Taos – A man at the Smith's stop in Taos wanted a ride, the driver was not able to provide a service for him.
9. Chimayo/Penasco/Taos – A passenger on a wheelchair wanted a ride, the lift on the bus would not work. The driver had to try 3-4 times to get the lift to work. The driver is requesting the lift to be fixed, it is a danger to the driver and the passenger.
10. Chimayo/Penasco/Taos – At the Las Lomas Apt stop the driver pulled in because she saw a black jeep parked near the stop. The driver told the passenger that he needed to be at the shelter in order for the driver to know if there was a passenger needing a ride. The passenger got upset with the driver and asked another passenger to call in to the office to complain about the driver.

11. Chimayo/Penasco/Taos – The driver picked up riders at Park N Ride and Las Lomas Apts, one of the riders wanted to go to the Truchas Senior Center. While in route, the passenger changed his mind and wanted to be dropped off at the Family Dollar in Chimayo. Since this was not a designated stop the driver radioed into dispatch for approval. Based denied the stop, the driver told the rider that she could drop him off at the next designated stop where he could wait for the Chimayo bus. The other passenger encouraged the passenger to call the office to complain.
12. San Ildefonso – A passenger who gets off at the San Ildefonso center asked the driver to drop her off at her home stating the driver who normally drives this route drops her off at her home. The driver called into dispatch for approval. Dispatch notified the driver they are only allowed to take the passenger to the nearest designated stop. The driver dropped her off at the designated stop.
13. Chimayo – A passenger at the Country Store was upset stating the driver was late and began using profanity to the driver. The driver warned him if he continued to talk to her like that she would not allow him to ride the bus.
14. Taos – Two passengers attempted to board the bus. One passenger was carrying a cup with liquid in it, the driver asked the passenger to drink his drink or dump it before entering the bus. The passenger began giving the driver a hard time, during this time the bus became surrounded by police. A police officer approached the driver asking her who had just boarded the bus. The driver pointed to the individual, at this time the police took him off the bus. The police took both passengers into custody, and explained to the driver that they had been involved in a knife fight earlier in the day. The driver was allowed to leave.
15. Taos - The driver saw a passenger sitting at the back of the bus drinking a bottle of Vodka.
16. Taos – A passenger boarded the bus, he began showing the knives that he makes to the other passengers and was trying to sell them.
17. Taos – Driver went off of the normal route to drop off a passenger that had missed his stop going south. She had to turn at the Sage Brush Inn to get back on route.
18. Taos - A passenger became upset with the driver because the bus was not going in the direction she wanted to go.
19. Taos – A passenger boarded the bus being very disruptive and loud. The driver asked him to calm down or he would need to exit the bus. The passengers became argumentative with the driver, so the driver asked him to exit the bus. The passenger got off the bus and walked away flipping the driver off.
20. Taos – A driver observed some passengers passing around a green bottle at the back of the bus. He asked them what was in the bottle, they responded it was water. The driver asked to see what was in the bottle, but one of the passengers became upset and said she didn't have to show the driver what was in the bottle. The driver stated they appeared buzzed, so he asked them to exit the bus at the next stop. The argumentative passenger threatened the driver that she was going to call the office.
21. Taos – A passenger was picked up at the Ranchos De Taos Post Office. While in route to the Taos County Admin stop the passenger appeared to be intoxicated. When arriving at the Taos County Admin stop the passenger tripped on the sidewalk and fell. The passenger stood up and walked to the shelter. The driver advised him that he would not be allowed to ride for the rest of the day.

Performance Measure – Customer Relations: Customer Incidents

FY 15-16 Number of Customer Incidents

	Total	Driver-Non Rider	Rider-Rider	Driver-Rider	Rider	% of Ridership
July	11		4	7		0.06%
Aug	12	6	1	4	1	0.06%
Sept	6			1	5	0.03%
Oct	8	1		4	3	0.03%
Nov	3			3		0.02%
Dec	7		2	3	2	0.03%
Jan	9	1		6	2	0.04%
Feb	32	3	2	15	12	0.13%
March	15	2	0	10	3	0.06%
April	8	0	0	6	2	0.04%
May	21	4	0	8	9	0.09%
June	0					
Total	132	17	9	67	39	

PARATRANSIT
Performance Measures

for

Fiscal Year 2016

May 2016

DEMAND RESPONSE / PARATRANSIT
Performance Measures for
Fiscal Year 2016

The performance measures that were developed are designed to provide data that can be evaluated in a logical manner. It allows the District to identify areas in which its performance may need to be improved and to understand the characteristics and factors that impact that performance. In addition, to the extent feasible a peer comparison or a benchmark has been included as available or appropriate. This performance data is important since many times the District's costs, efficiencies and productivity is not measured against any benchmark or standard or attempts are made to compare it against systems that bear no similarities in mission, complexity or service area. Therefore, the data presented should provide some context in which to assess the District and its efforts to deliver services based upon its mission, goals and objectives."
The report data collected is grouped into 3 areas: Demand Response Administrative, Paratransit Operations and Customer Relations:

1. **Demand Response Administrative:**
   - **A. Ridership, All Demand Response Routes**
   - **B. Ridership, Demand Response Paratransit**
   - **C. Demand Response Operational Cost**
   - **D. Cost Per Mile**
   - **E. Cost Per Trip**

2. **Paratransit Operations**
   - **A. Cancellations**
   - **B. Late Cancellations**
   - **C. No-Shows**
   - **D. On-Time Performance**
   - **E. Trip Length**

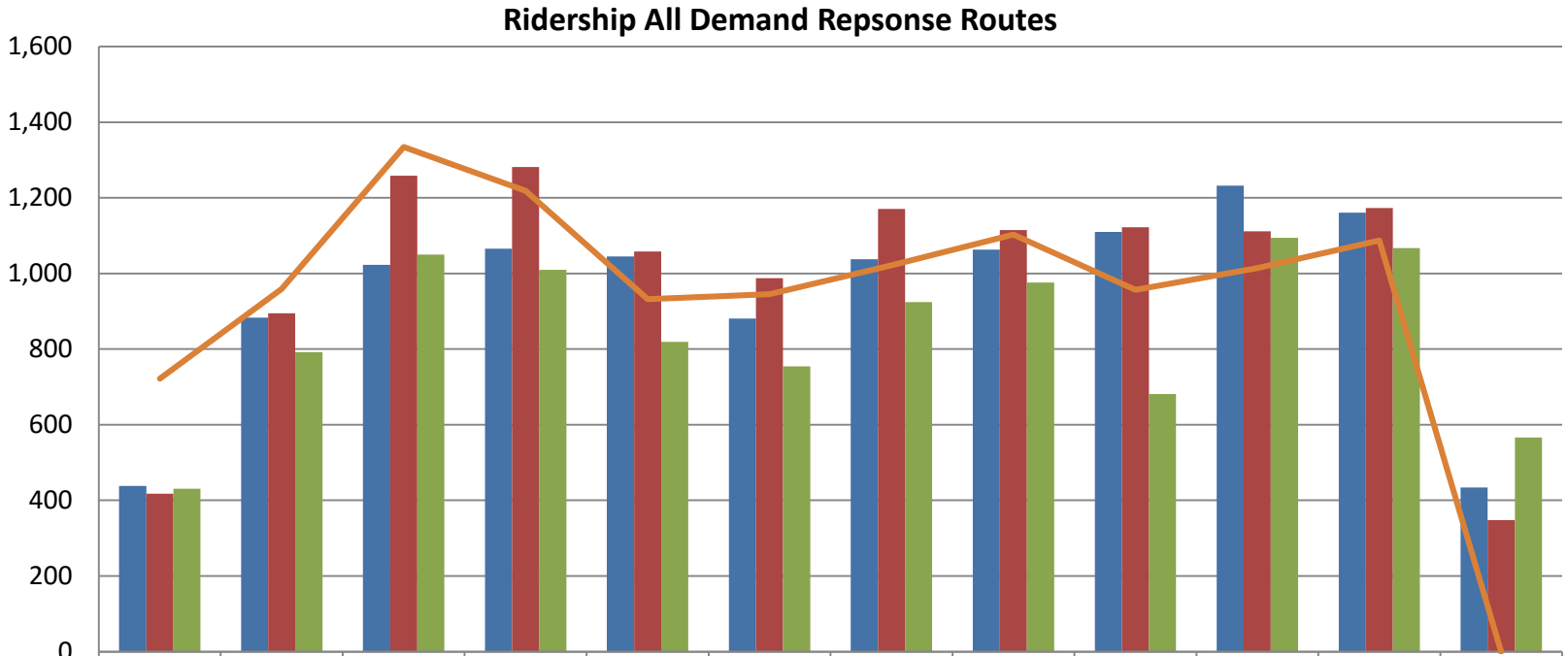
3. **Customer Relations:**
   - **A. Complaints**
   - **B. Incidents**

The closest peer comparison is Rio Metro Regional Transit District-Sandoval/Valencia County for 2014. Theirs covers a large area as does NCRTD giving a close comparable to cost per mile. Their percentage of Demand Response trips are 46% of their total ridership, higher than NCRTD's at 4.7%, showing a considerable spread on the cost per trip. The FTA benchmarking data used originates from the Rural Transit Fact Book 2014. The data is for 2012 in FTA Region 6, rural providers which includes New Mexico, Texas, Oklahoma, Arkansas and Louisiana.

Performance Measure - Administrative:

Ridership Tracking of All Demand Response Routes

This measurement tracks the number of rides (trips) taken each month on all the demand response routes within the district. This graph shows the NCRTD demand response ridership numbers, and compares them each month, identifying any increases or decreases in the number of monthly trips. This also indicates how well the regional district is continuing to address the issue of accessible mobility by routes that are in areas where there is public demand.



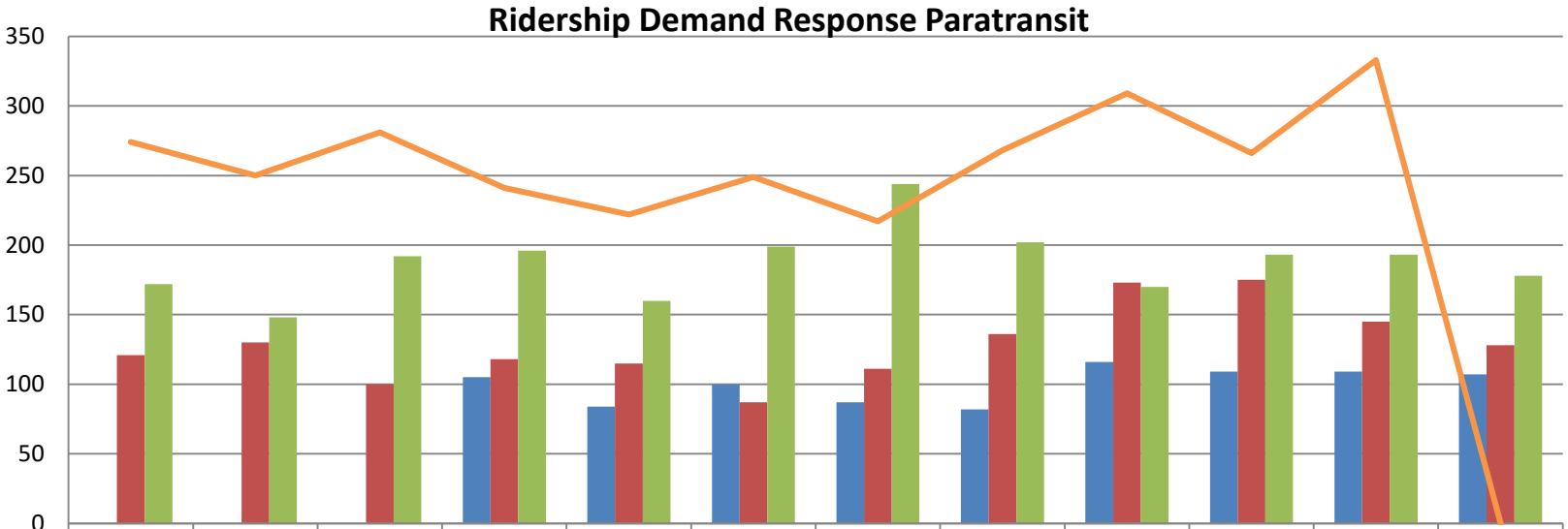
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 12-13	438	883	1,023	1,066	1,045	881	1,038	1,063	1,110	1,232	1,161	434
FY 13-14	418	895	1,259	1,282	1,058	988	1,171	1,115	1,122	1,112	1,173	348
FY 14-15	431	792	1,050	1,010	819	754	924	976	681	1,094	1,067	566
FY 15-16	722	959	1,335	1,219	932	945	1,022	1,103	957	1,014	1,087	

FY12/13 = 11,374 FY13/14 = 11,941 FY14/15 = 10,164 FY15/16 = 11,295

Performance Measure - Administrative:

Ridership Tracking of Demand Response / ADA Paratransit Trips

This ridership data represents the number of ADA paratransit trips that occurred each month within the demand response routes. This also includes any ADA eligible trips that occurred on the fixed/flex routes. Please note that this an incomplete chart at this time will be updated as ADA Paratransit ridership can be mined from the historical data.



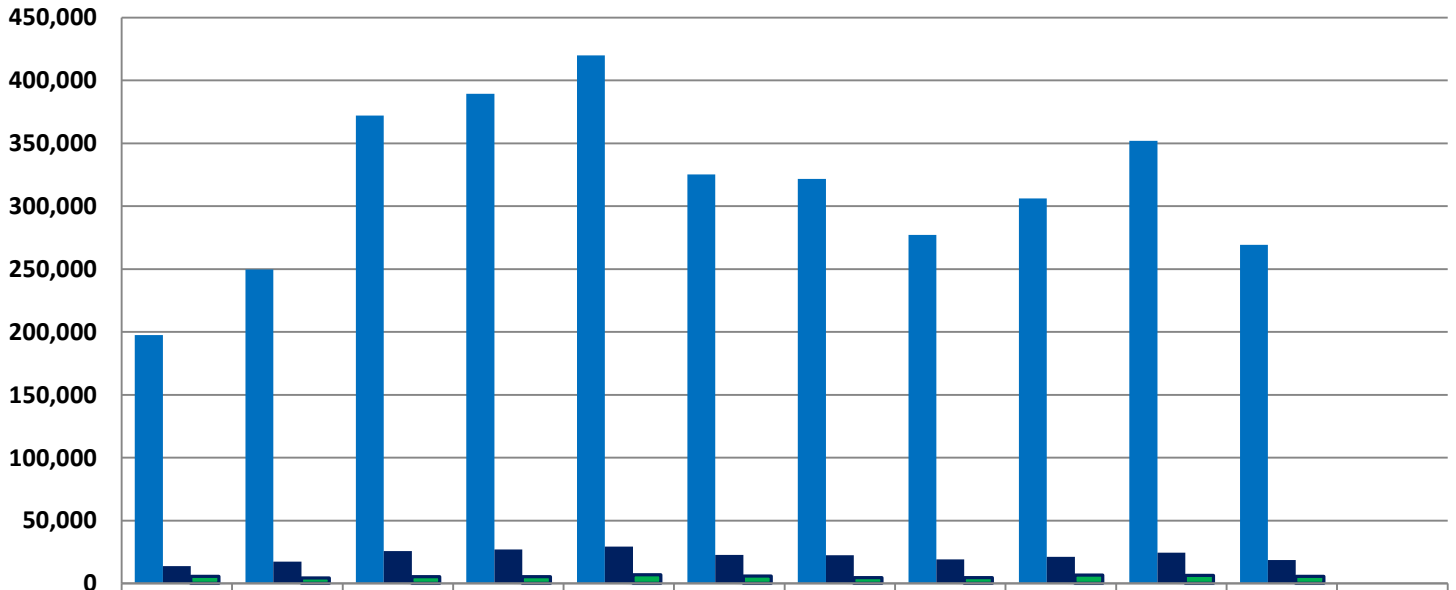
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 12-13	0	0	0	105	84	100	87	82	116	109	109	107
FY 13-14	121	130	100	118	115	87	111	136	173	175	145	128
FY 14-15	172	148	192	196	160	199	244	202	170	193	193	178
FY 15-16	274	250	281	241	222	249	217	268	309	266	333	

FY 12/13 = 899 FY13/14 = 1,539 FY 14/15 = 2,247 FY 15/16 = 2,910

Monthly Demand Response & ADA Paratransit Operational Costs

The NCRTD's Finance Department provides the administrative and operating expenses in a monthly budget status report. It is important to measure the operational costs to maintain a balanced budget, as well as tracking the administrative and operating margins. This data is used in determining the cost per trip and the cost per mile. The operating budget for demand response is 6.97% of the overall operating budget. Each month's operating expenditures are calculated at 6.97% to acquire a crude demand response share. That share is then calculated to a percentage of the actual ADA trips for the month to determine a cost for paratransit. This number will be used to calculate cost per mile and cost per trip.

Monthly Demand Response & ADA Paratransit Operational Cost FY 14- 15

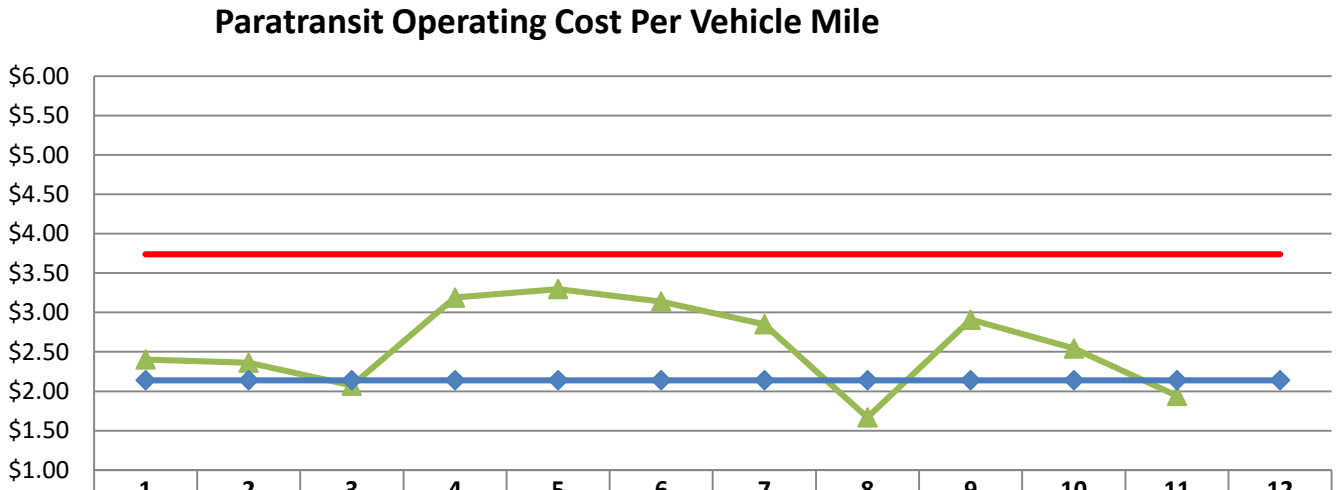


	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Total Operations	$197,484	$249,820	$372,007	$389,501	$419,913	$325,386	$321,680	$277,233	$306,067	$351,926	$269,260	
Demand Ops	$13,765	$17,412	$25,929	$27,148	$29,268	$22,679	$22,421	$19,323	$21,333	$24,529	$18,767	$0
Paratransit Cost	$5,663	$4,527	$5,445	$5,375	$6,971	$5,976	$4,740	$4,638	$6,826	$6,378	$5,818	$0

YEAR TO DATE: FY 15-16 **$62,357**

Paratransit Operational Cost per Vehicle Mile

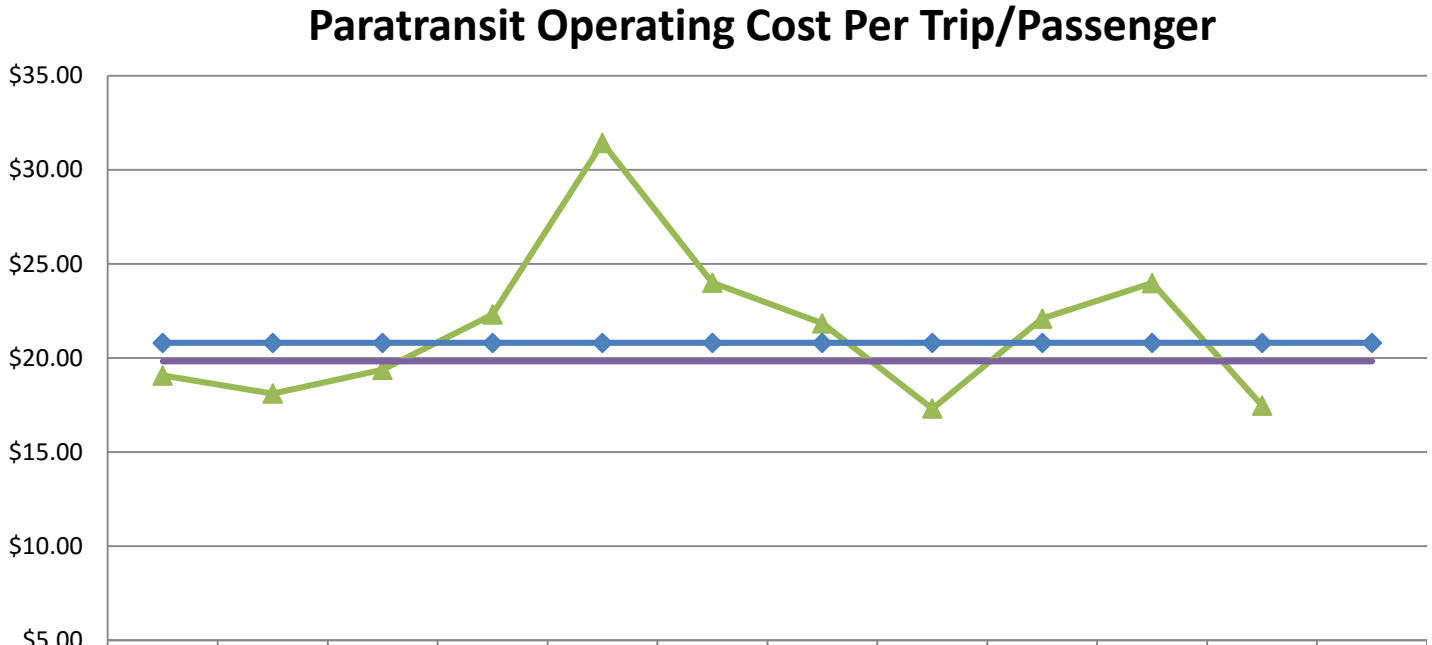
The Paratransit Cost per vehicle mile is the total operating costs per month in relation to the percentage of ADA vehicle miles per month traveled . The mileage data is logged daily for each route and compiled into a monthly report. As a cost efficiency measure, operating costs per vehicle mile assesses the financial resources needed for the District's demand response paratransit route operations. This measurement is a beneficial tool for the planning and operation's departments. The NM Department of Transportation uses this as one of their performance measures in the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 and 5310 funding. The peer comparison is Rio Metro Regional Transit District-Sandoval/Valencia County for 2014. Theirs covers a large area as does NCRTD giving a close comparable. Data from the 2014 Rural Transit Data Fact Book with data from 2012, specifically FTA's District 6 (our district) annual cost per trip is included as a benchmark.



	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Mile	$2.40	$2.36	$2.07	$3.19	$3.30	$3.14	$2.85	$1.67	$2.91	$2.54	$1.94	
Sandoval/Valencia County	$3.74	$3.74	$3.74	$3.74	$3.74	$3.74	$3.74	$3.74	$3.74	$3.74	$3.74	$3.74
Region 6 Total Cost Per Mile	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14	$2.14

Paratransit Operating Cost per Trip

The paratransit cost per trip is computed on a monthly basis by dividing the paratransit monthly operating costs from the paratransit cost (chart above), by the total monthly number of trips (ridership). NM Department of Transportation uses this as one of their performance measures to the state-wide transit guide published annually. Additionally this is used when NMDOT evaluates a transit system for the state-wide awards of 5311 and 5310 funding. This is a management tool to track our cost per trip vs. the amount of budget being spent to operate a particular route as well as collectively for all routes.. The peer comparison is Rio Metro Regional Transit District-Sandoval/Valencia County for 2014. Theirs covers a large area as does NCRTD giving a close comparable . Data from the 2014 Rural Transit Data Fact Book with data from 2012, specifically FTA's District 6 (our district) annual cost per trip is included as a benchmark.



	1	2	3	4	5	6	7	8	9	10	11	12
Monthly Cost per Trip	$19.07	$18.11	$19.38	$22.30	$31.42	$24.00	$21.84	$17.31	$22.09	$23.98	$17.47	
Sandoval/Valencia County	$19.82	$19.82	$19.82	$19.82	$19.82	$19.82	$19.82	$19.82	$19.82	$19.82	$19.82	$19.82
Region 6 Total Cost Per Trip	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80	$20.80

Performance Measure – Paratransit Operations:

Cancellations, Late Cancellations and No-Shows

Cancellations, Late Cancellations and No-shows by the paratransit rider are tracked as a performance measure. A late cancellation (cancelled within 2 hours of the scheduled trip) is counted as a No-Show. When a rider has accumulated 3 No-Shows in a 30 day period, he/she may be subject to a 30 day suspension of service.

Cancellations = 24 **Late Cancellations = 15** **No-shows = 3**

On Time Performance and Trip Length tracked for scheduling and driver performance. On-Time performance is considered on-time from 10 minutes before to 20 minutes after the scheduled pickup time for the scheduled ride. This is reflected in the percentages of total trips that were early, late and on time. The performance goal for this measure is to attain 90% On-time.

Early = 36.40% **On Time = 63.06%** **Late = .54%**

Trip length is measured to determine the average trip length riders are on the bus during their trip as the rides are shared with other rider's pick up and drop offs. This is considered acceptable when ride time is not longer than twice the time it would take to make the ride on a fixed route bus. The average trip time on comparable fixed routes is 15 minutes.

Average Trip Length Per Client = 19.79 Minutes, 7.5 Miles On Board

Performance Measure – Customer Relations:

Complaints per Month

This performance tracks monthly the number and type of complaints received by the Operations Division of the NCRTD. The complaints are received by the Operations and Maintenance Manager. These are categorize by the type of complaint, and evaluated as to the seriousness of the complaint and whether or not a course of action needs to be taken, i.e. driver reprimand, driver retraining, vehicle maintenance, etc. This measure is intended to measure the percentage of complaints versus the total ridership for the month. Driver performance can be graded and we can see if more drivers training needs to be scheduled for particular drivers. Customers also have complained about routes, stops, dispatch, bus cleanliness and other various categories.

1. Demand – Rider called to complain the driver did not drop her off at the front door of Wal-Mart.
Supervisor talked with the driver notifying him that he can stop in front of the store to utilize the lift when dropping off the passenger.
2. Demand – Caller called in to complain of a bus who was driving erratic on the road.
Supervisors reviewed the tape for the bus/driver in question. Nothing was found to support this complaint.

FY 15-16 Number of Complaints

	Total	Scheduling Issues	Driver Performance	CSR/Dispatch	Miscellaneous*	Percent VS Ridership
July	0	0	0	0	0	0.00%
August	0	0	0	0	0	0.00%
Sept	0	0	0	0	0	0.00%
Oct	1	1	0	0	0	0.41%
Nov	0	0	0	0	0	0.00%
Dec	0	0	0	0	0	0.00%
January	2	1	1	0	0	0.92%
Feb	1	1	0	0	0	0.37%
March	0	0	0	0	0	0.00%
April	1	0	1	0	0	0.38%
May	2	0	2	0	0	0.63%
June	0					
Total	7	3	4	0	0	

Customer Incidents

This performance measure calculates the number of customer incidents reported to the Operations and Maintenance Manager on a monthly basis. Customer incidents are any serious occurrence that may have an outcome that could be potentially hazardous to the driver or other passengers. These situations could be anything such as two passengers arguing over something, or a rider threatening a driver, or a non rider harassing a driver for not being on time. It could also be a passenger falling down on the bus, or a passenger stepping in front of the bus as it pulls away from the curb to stop it to get on the bus. This data is collected by the driver writing an incident report and turning it in to the Operations and Maintenance Manager. This is intended to measure the types of situations that arise and how frequently they arise on the various routes of service provided by the NCRTD. This measurement tells us the frequency of incidents versus the number of monthly riders. We can then see if additional training needs to be implemented for the driver to avoid or control incidents that may occur on his route.

1. Demand Response – A passenger who was taken to Well Fargo Bank got upset with the driver while he was trying to find a parking space to drop her off. She requested the driver to take her to the front door. Driver states she had a caretaker with her to assist her.
2. Demand Response – Driver picked up a passenger in Lyden who was needing to go to Park N Ride. The passenger asked the driver to radio in for the Santa Fe bus to stand by. The driver radioed into dispatch to have the Santa Fe bus stand by. When arriving at the Park N Ride stop the passenger remained seated on the bus. The driver then asked the passenger if she could exit the bus because he had other riders he needed to pick up. The passenger stood at the door for a few more mintues then cursed at the driver while exiting the bus.
3. Demand Response - While picking up a patient at the Espanola Dialysis Center, the driver was trying to get the lift down for the passenger to board the bus, as the driver was operating the lift she heard the passenger yell, when she looked back she saw the lady had fallen on her back and hit her head. The driver was assisted by 2 men who came to help once they saw the lady lying on the ground. The driver instructed one of the men to go inside to get a nurse. The nurse came to assist them with a wheelchair for the passenger. The nurse took the passenger inside and called the lady's daughter to notify her of the situation that occurred. The driver then called the daughter as well to notify her of the situation. The passenger was then transported to the hospital by the daughter and the driver left.
4. Demand Response – Passengers scheduled for a demand response from Park N Ride to Alcalde did not have money to pay for their transportation services.

FY 15-16 Number of Customer Incidents

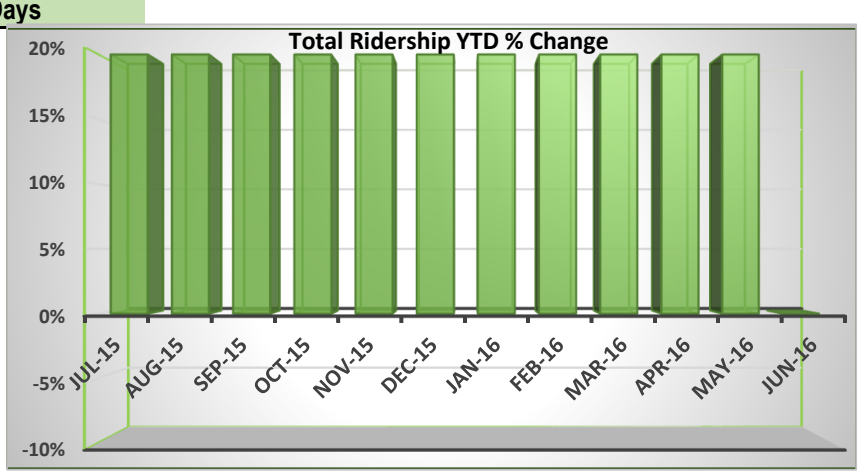
	Total	Driver-Non Rider	Rider-Rider	Driver-Rider	Rider	% of Ridership
July	2	0	0	0	2	0.67%
Aug	1	0	0	0	1	0.40%
Sept	1	0	0	1	0	0.36%
Oct	1	0	0	1	0	0.41%
Nov	1	0	0	1	0	0.45%
Dec	0	0	0	0	1	0.40%
Jan	1	0	0	1	0	0.46%
Feb	3	0	0	1	2	1.12%
March	1	0	1	0	0	0.32%
April	3	0	0	2	1	1.13%
May	4	1	0	2	1	1.25%
June	0					
Total	18	1	1	9	8	

NCRTD Monthly Ridership Summary

May 1, 2016 through May 31, 2016

Calendar Operating Days

	This Year
Jul-15	22
Aug-15	21
Sep-15	21
Oct-15	22
Nov-15	18
Dec-15	21
Jan-16	20
Feb-16	21
Mar-16	23
Apr-16	21
May-16	21
Jun-16	



Monthly System Totals

	This Year	Last Year	%Change
NCRTD Operated	22,273	13,087	**70.19%**
NCRTD Funded	17,609	24,360	**-27.71%**
All Systems Funded Total	39,882	37,447	**6.50%**

Year to Date Totals

	This Year	Last Year	Difference	%Change
NCRTD Operated	244,534	169,873	74,661	**43.95%**
NCRTD Funded	229,735	288,387	-58,652	**-20.34%**
All Systems Funded Total	474,269	458,260	16,009	**3.49%**

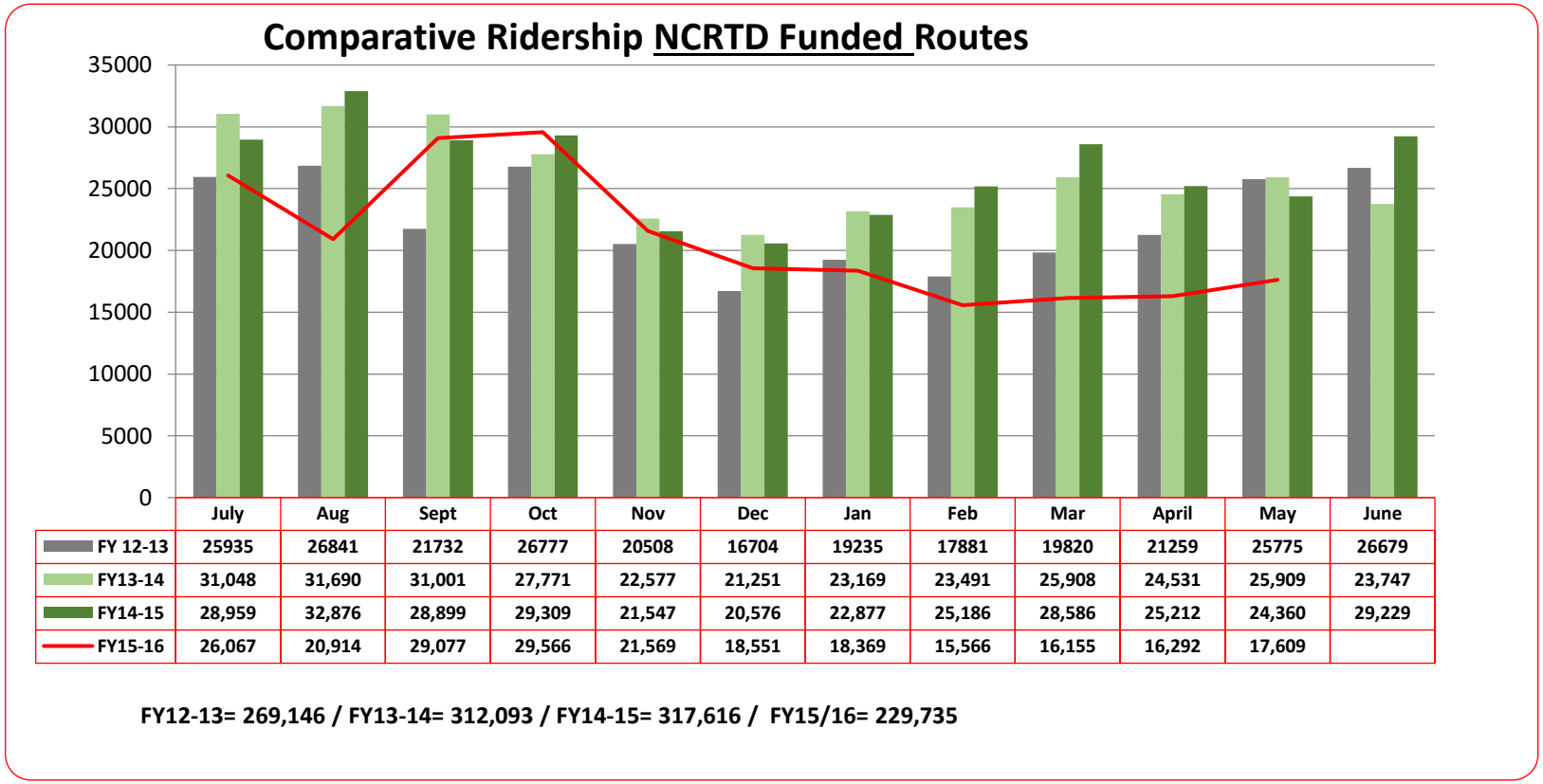
System Daily Averages

	This Year	Last Year	% Change
NCRTD Operated	1061	623	**70.30%**
NCRTD Funded	839	1,160	**-27.67%**
Systems Total	1900	1783	**6.56%**

Total Ridership YTD % Change

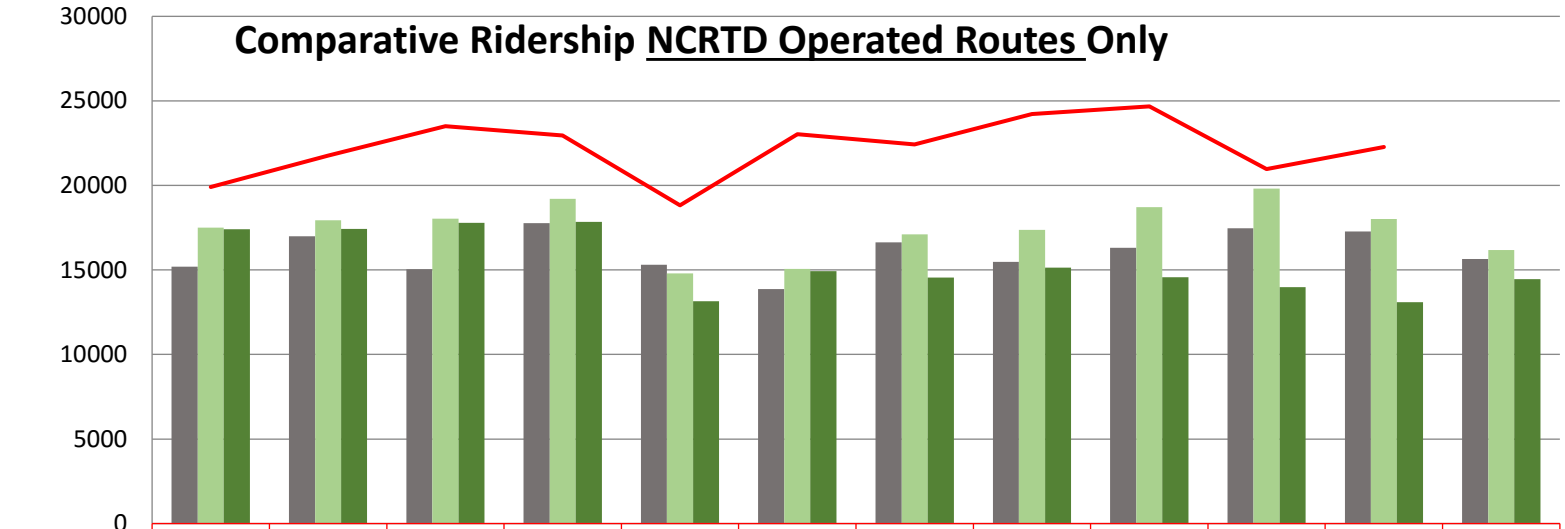
July-15	-0.83%
August-15	-8.27%
September-15	-1.48%
October-15	1.71%
November-15	3.97%
December-15	5.76%
January-16	6.17%
February-16	5.27%
March-16	4.07%
April-16	3.22%
May-16	3.49%
June-16	

May-2016
Ridership Report



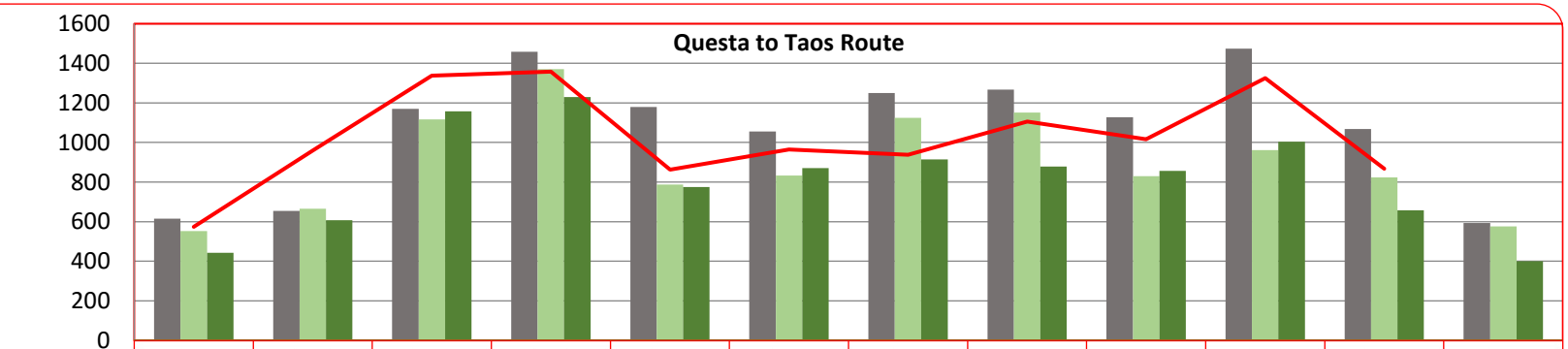
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 12-13	25935	26841	21732	26777	20508	16704	19235	17881	19820	21259	25775	26679
FY13-14	31,048	31,690	31,001	27,771	22,577	21,251	23,169	23,491	25,908	24,531	25,909	23,747
FY14-15	28,959	32,876	28,899	29,309	21,547	20,576	22,877	25,186	28,586	25,212	24,360	29,229
FY15-16	26,067	20,914	29,077	29,566	21,569	18,551	18,369	15,566	16,155	16,292	17,609	

FY12-13= 269,146 / FY13-14= 312,093 / FY14-15= 317,616 / FY15/16= 229,735



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
FY 12-13	15200	16995	15052	17760	15317	13872	16642	15471	16315	17465	17285	15653
FY13-14	17,504	17,934	18,033	19,205	14,792	15,069	17,102	17,380	18,719	19,804	18,021	16,187
FY14-15	17,415	17,419	17,781	17,843	13,155	14,933	14,545	15,134	14,578	13,983	13,087	14,447
FY15-16	19,899	21,768	23,498	22,962	18,824	23,033	22,425	24,214	24,675	20,963	22,273	

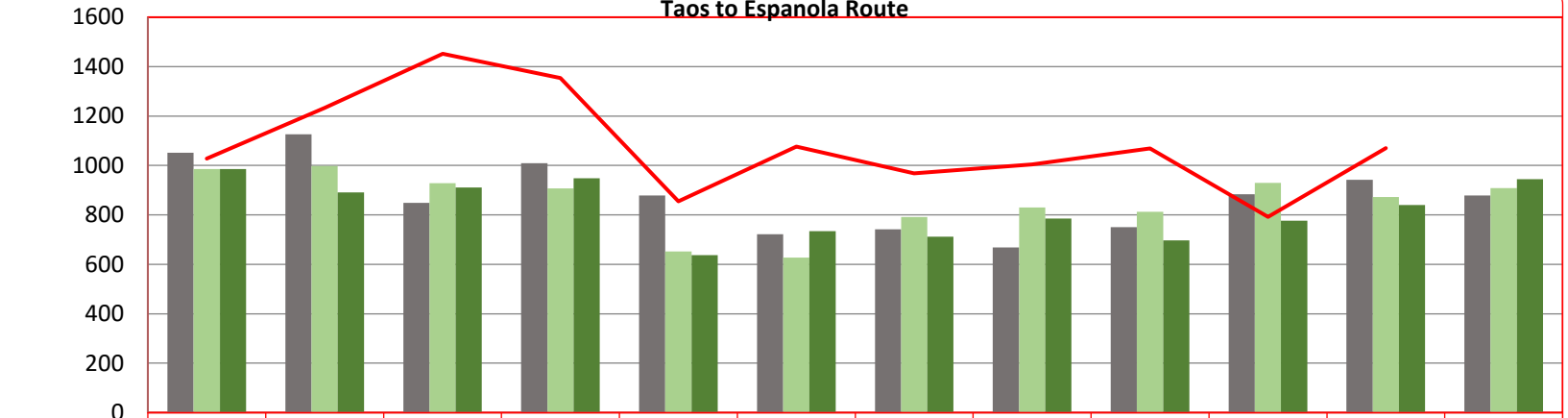
FY12-13= 193,027 / FY13-14= 209,750 / FY14/15= 184,320 / FY15/16= 244,520



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY12/13	616	654	1170	1459	1179	1056	1250	1267	1127	1474	1068	593
FY13/14	552	665	1116	1371	787	833	1125	1151	830	962	824	576
FY14/15	443	608	1158	1230	775	870	915	878	856	1004	657	400
FY15-16	574	960	1338	1358	863	965	938	1106	1016	1325	867	

FY12-13= 12,913 / FY13-14= 10,792 / FY14/15= 9,794 / FY15/16= 11,310

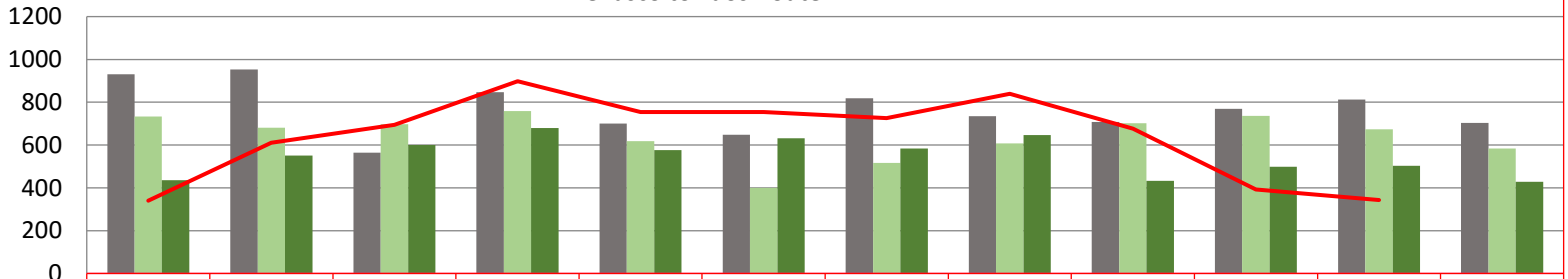
Taos to Espanola Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	1051	1126	849	1009	879	722	742	668	750	883	942	879
FY-13/14	985	998	928	907	652	627	792	830	813	930	872	909
FY14-15	986	891	911	948	637	734	712	785	697	776	840	945
FY15-16	1028	1233	1452	1354	855	1077	968	1004	1069	792	1070	

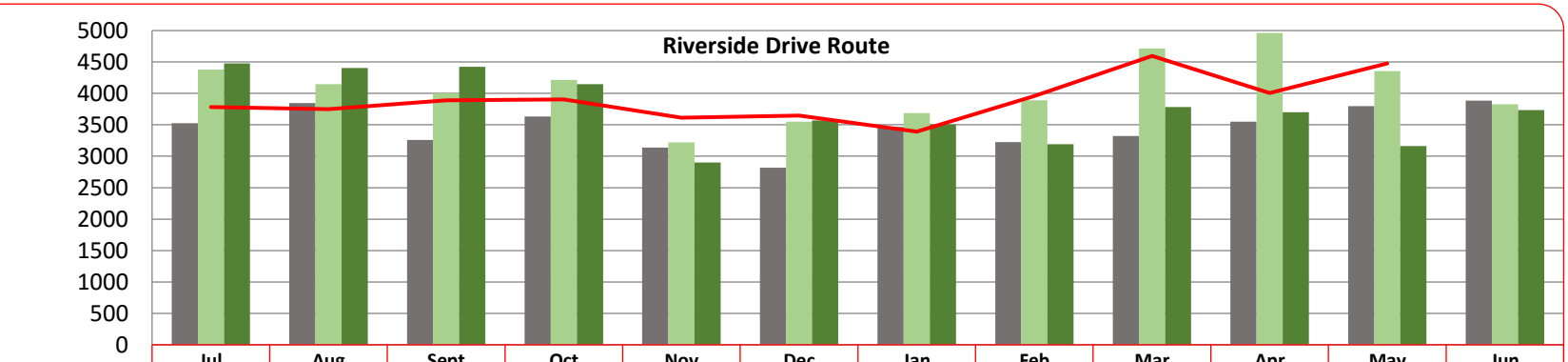
FY12-13= 10,500 / FY13-14= 10,243 / FY14/15= 9,862 / FY15/16= 11,902

Penasco to Taos Route



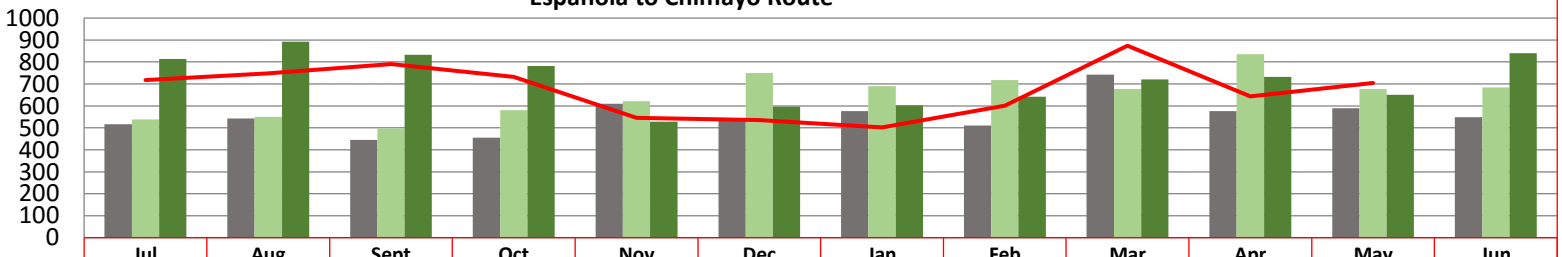
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	930	953	565	847	700	648	818	735	708	769	812	704
FY-13/14	733	681	697	759	618	400	516	608	702	736	674	583
FY14-15	436	551	600	680	576	632	583	647	432	499	503	428
FY15-16	340	611	695	898	754	754	725	839	676	392	343	

FY12-13= 9,189 / FY13-14= 7,707 / FY14/15= 6,567 / FY15/16= 7,027



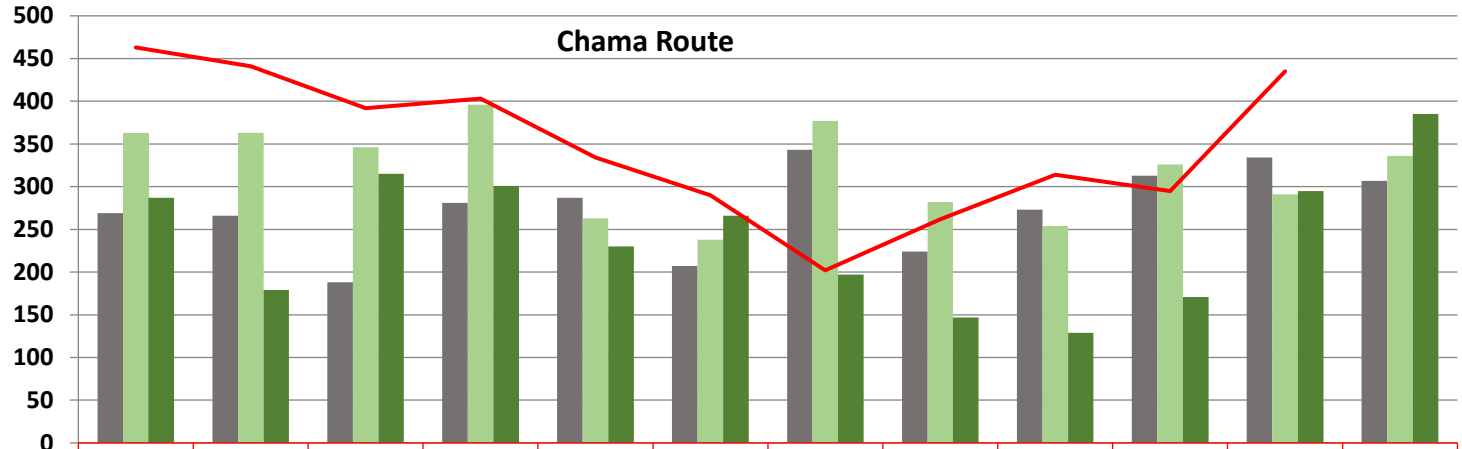
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	3526	3848	3257	3631	3139	2820	3468	3224	3324	3550	3799	3884
FY-13/14	4382	4145	4001	4213	3220	3548	3687	3890	4716	4962	4354	3825
FY14-15	4479	4405	4422	4146	2902	3572	3509	3190	3783	3700	3164	3735
FY15-16	3785	3748	3891	3902	3613	3649	3392	3957	4596	4008	4479	

FY12-13= 41,470 / FY13-14= 48,943 / FY14/15= 45,007 / FY15/16= 43,020



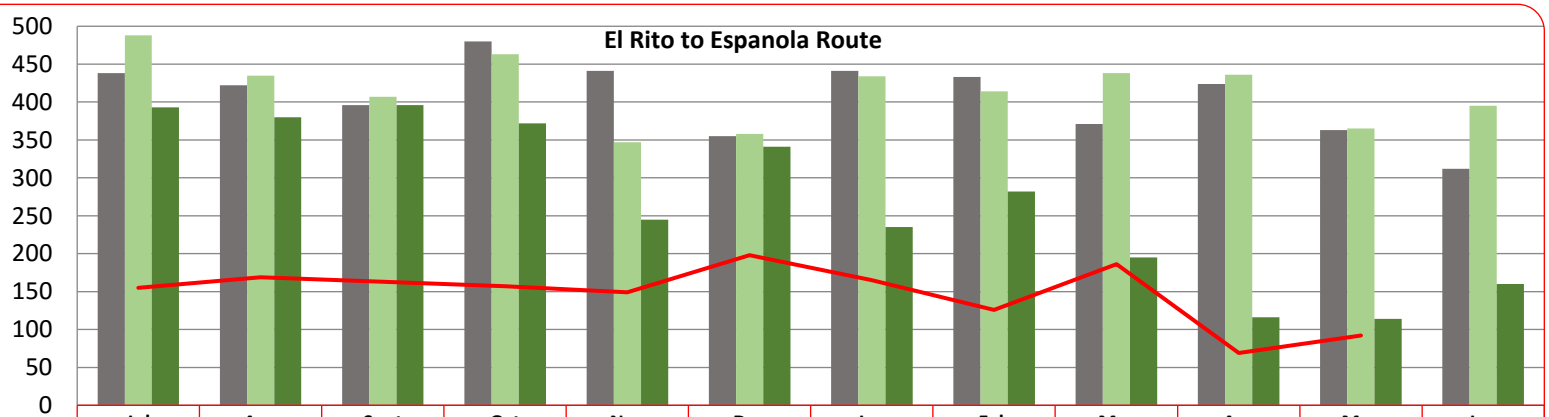
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	517	543	445	455	609	534	576	510	743	576	589	548
FY-13/14	538	550	498	580	622	750	690	718	677	835	676	684
FY14-15	814	892	833	782	528	596	603	642	720	732	651	840
FY15-16	717	748	790	732	546	535	502	601	874	643	705	

FY12-13= 6,645 / FY13-14= 7,818 / FY14/15= 8,633 / FY15/16= 7,393



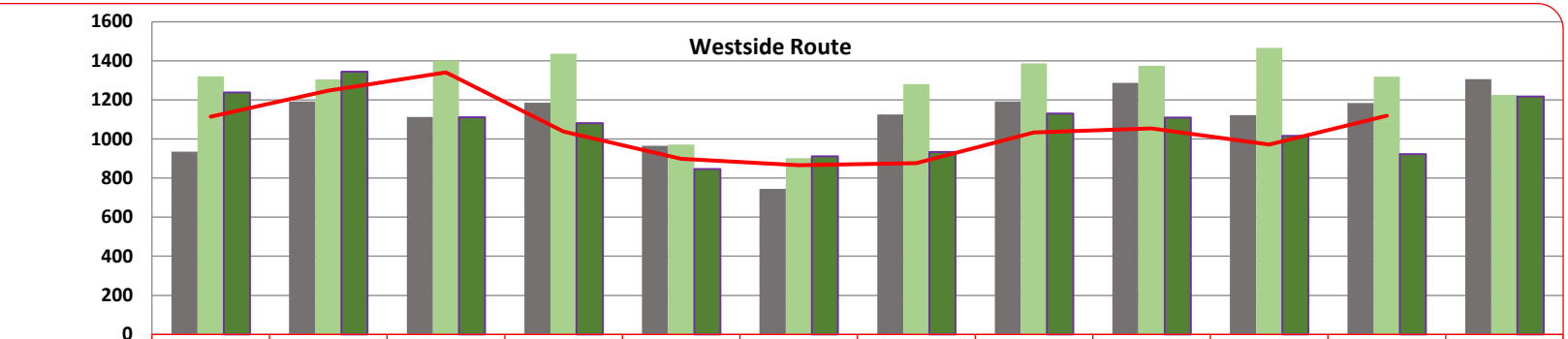
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	269	266	188	281	287	207	343	224	273	313	334	307
FY-13/14	362	363	346	396	263	238	377	282	254	326	291	336
FY-14/15	287	179	315	301	230	266	197	147	129	171	295	385
FY-15/16	463	441	392	403	334	290	202	262	314	295	435	

FY12-13= 3,292 / FY13-14= 3,834 / FY14/15= 2,902 / FY15/16= 3,831



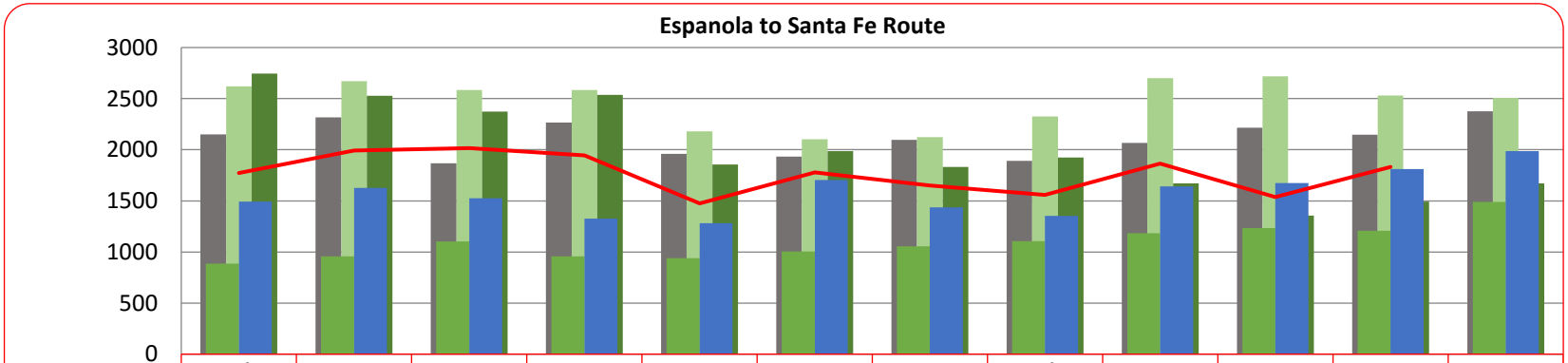
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	438	422	396	480	441	355	441	433	371	424	363	312
FY-13/14	488	435	407	463	347	358	434	414	438	436	365	395
FY14/15	393	380	396	372	245	341	235	282	195	116	114	160
FY15-16	155	169	163	157	149	198	165	126	186	69	92	

FY12-13= 4,876 / FY13-14= 4,980 / FY14/15= 3,229 / FY15/16= 1,629



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	936	1193	1113	1186	966	745	1125	1193	1288	1123	1184	1307
FY-13/14	1321	1305	1402	1437	972	902	1281	1388	1374	1467	1319	1225
FY14/15	1239	1345	1111	1082	846	912	933	1130	1110	1016	923	1217
FY15-16	1114	1248	1341	1038	899	866	876	1033	1055	972	1120	

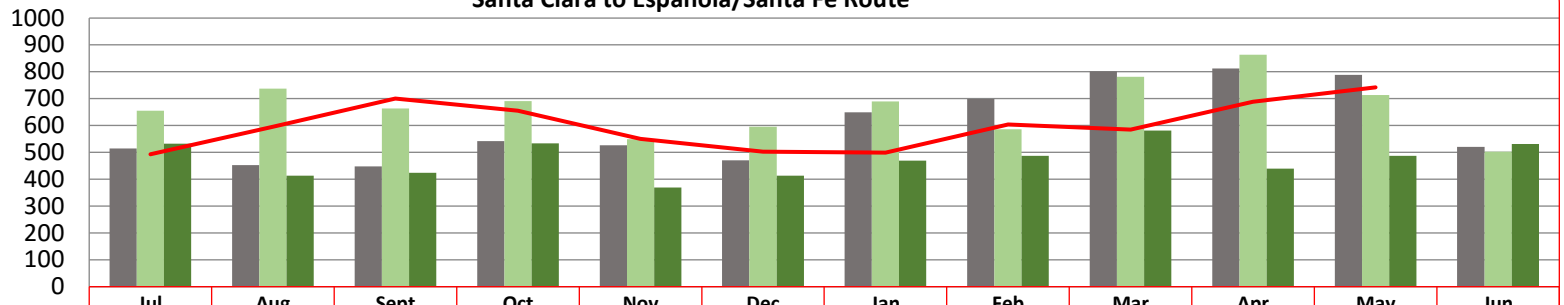
FY12-13= 13,359 / FY13-14= 15,393 / FY14-15= 12,864 / FY15-16= 11,562



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 12/13	2151	2316	1867	2265	1960	1934	2096	1890	2067	2217	2146	2377
FY 13/14	2620	2671	2583	2583	2179	2102	2123	2325	2700	2718	2531	2508
FY14/15	2744	2529	2374	2536	1855	1987	1831	1925	1670	1357	1494	1670
FY 10	886	956	1102	957	939	1005	1056	1106	1182	1235	1208	1489
FY 11	1492	1625	1526	1326	1280	1705	1435	1352	1641	1674	1812	1986
FY15-16	1771	1993	2016	1945	1475	1777	1651	1557	1863	1537	1831	

FY12-13= 25,286 / FY13-14= 29,643 / FY14-15= 23,972 / FY15-16= 19,416

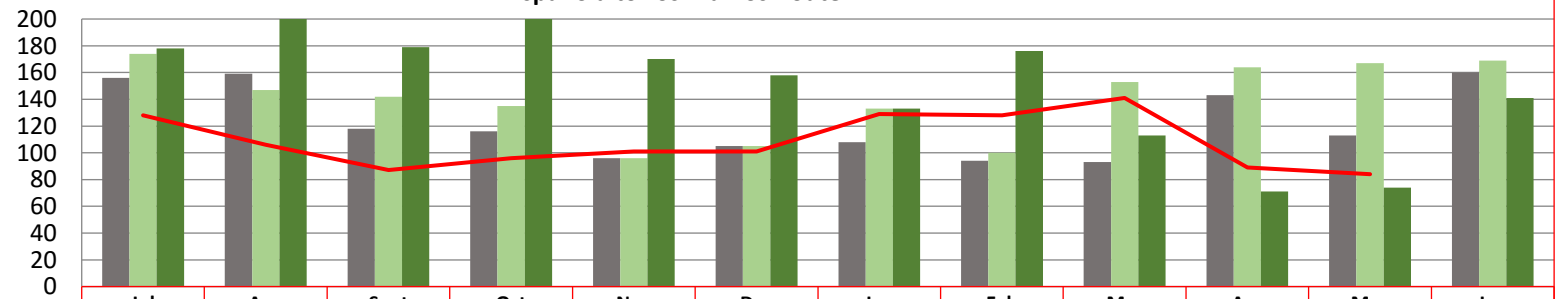
Santa Clara to Espanola/Santa Fe Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	515	452	448	542	527	470	649	699	802	812	789	520
FY-13/14	655	737	663	691	549	596	690	586	781	864	713	502
FY14/15	532	413	424	534	369	413	469	487	581	440	487	531
FY15-16	493	596	700	655	550	502	499	604	585	689	742	

FY12-13 =7,225 /FY13-14= 8,027 / FY14-15= 5,680 / FY15-16= 6,615

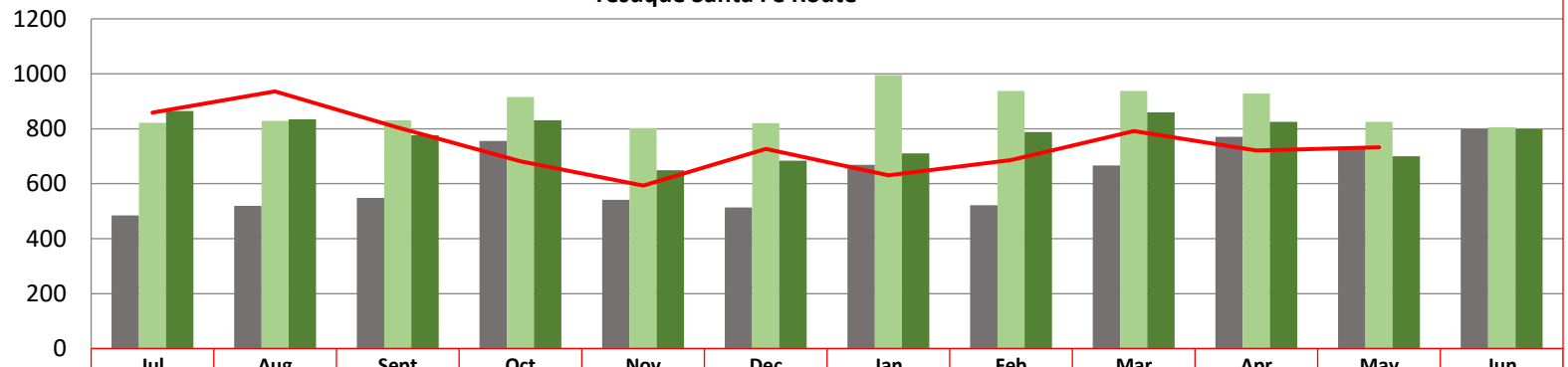
Espanola to Los Alamos Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	156	159	118	116	96	105	108	94	93	143	113	160
FY-13/14	174	147	142	135	96	105	133	100	153	164	167	169
FY-14/15	178	217	179	210	170	158	133	176	113	71	74	141
FY-15/16	128	106	87	96	101	101	129	128	141	89	84	

FY12-13 = 1,461 / FY13-14= 1,685 / FY14-15= 1,820 / FY15-16= 1,190

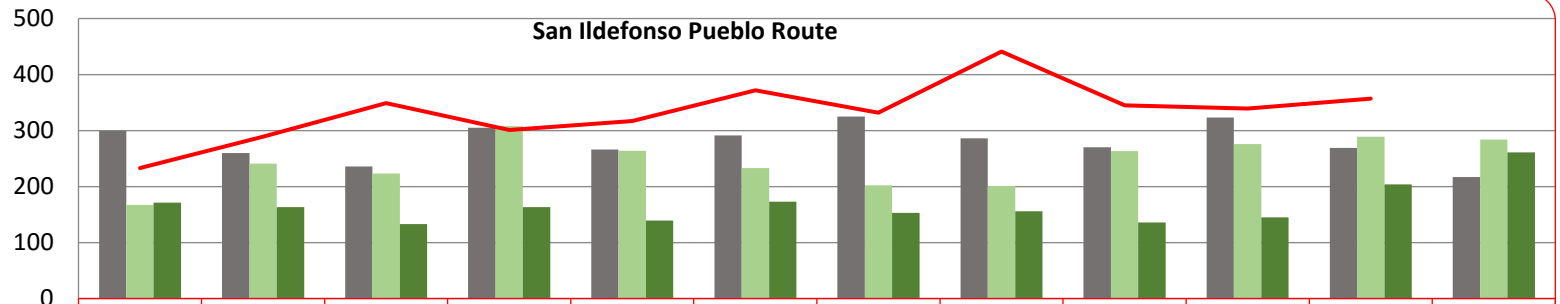
Tesuque Santa Fe Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	485	519	548	756	541	513	669	522	666	771	734	800
FY-13/14	822	829	831	916	802	820	995	937	938	928	825	805
FY14/15	865	834	777	831	649	684	711	788	860	825	700	798
FY15-16	859	936	804	682	593	727	630	686	791	721	733	

FY12-13 = 7,524 / FY13-14= 10,448 / FY14-15= 9,322 FY15-16= 8,162

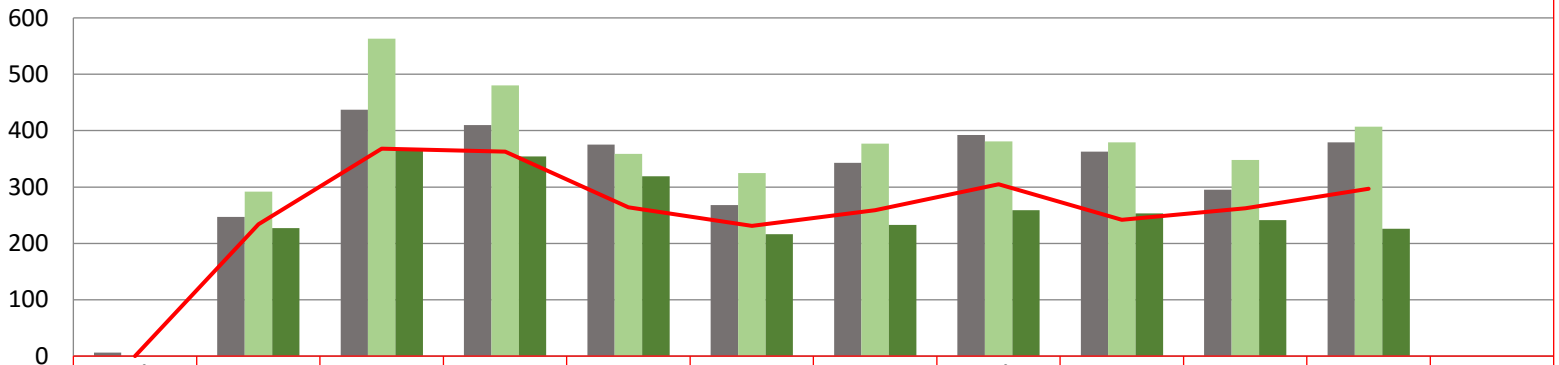
San Ildefonso Pueblo Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	299	260	236	305	266	291	325	286	270	323	269	217
FY-13/14	167	241	223	308	264	233	202	201	263	276	289	284
FY14/15	171	163	133	163	139	173	153	156	136	145	204	261
FY15-16	233	289	349	301	317	372	332	441	345	339	357	

FY12-13= 3,347/ FY13-14= 2,951 / FY14-15= 1,997 / FY15-16= 3,675

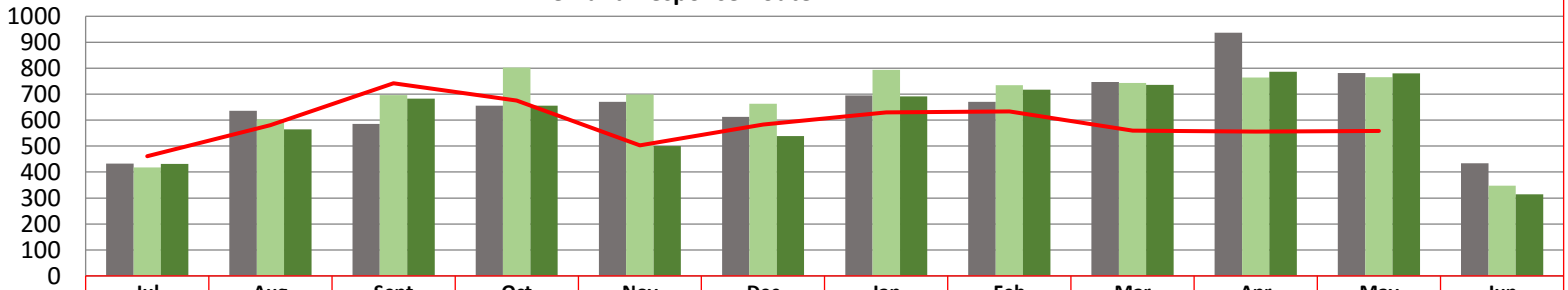
Demand Response Pojoaque Students



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	6	247	437	410	375	268	343	392	363	295	379	0
FY-13/14	0	292	563	480	359	325	377	381	379	348	407	0
FY14/15	0	227	367	354	319	216	233	259	253	241	226	0
FY15-16	0	234	368	363	264	231	259	305	242	262	297	

FY12-13= 3,515 / FY13-14 = 3,911 / FY14-15= 2,695 / FY15-16= 2,825

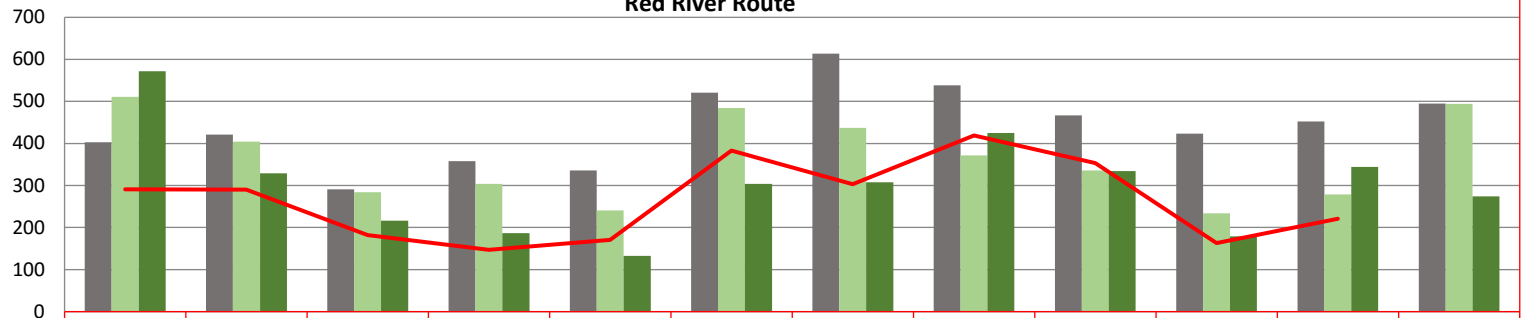
Demand Response Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	432	636	586	656	670	613	695	671	747	937	782	434
FY-13/14	418	603	696	802	699	663	794	734	743	764	766	348
FY14/15	431	565	683	656	500	538	691	717	736	786	780	314
FY15-16	461	581	742	675	503	583	630	633	560	556	558	

FY12-13= 7,859 / FY13-14= 8,030 / FY14-15= 7,397 / FY15-16= 6,482

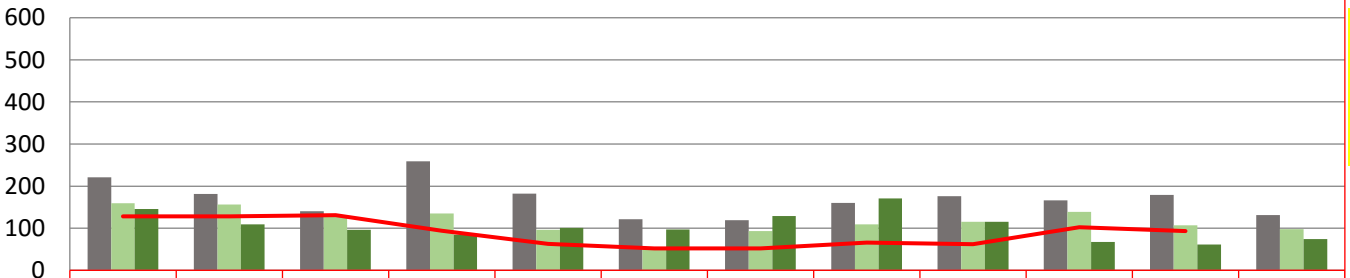
Red River Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	403	421	291	358	336	521	614	538	467	423	452	495
FY-13/14	511	404	284	304	241	484	437	372	336	234	279	494
FY14/15	572	329	216	187	133	304	308	425	334	179	344	274
FY15-16	291	290	182	147	171	383	303	419	353	163	221	

FY12-13= 5,319 / FY13-14= 4,380 / FY14-15= 3,605 / FY15-16= 2,923

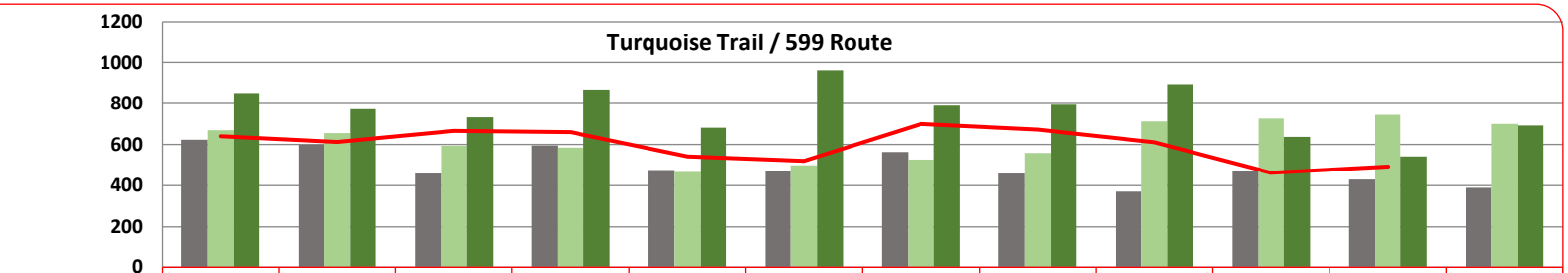
Pojoaque/Nambe Dial-A-Ride Route



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	221	181	140	259	182	121	119	160	176	166	179	131
FY-13/14	159	156	128	135	96	54	93	109	115	139	107	98
FY14/15	146	109	96	85	101	97	129	171	115	67	61	74
FY15-16	128	128	131	94	63	52	52	66	62	102	93	

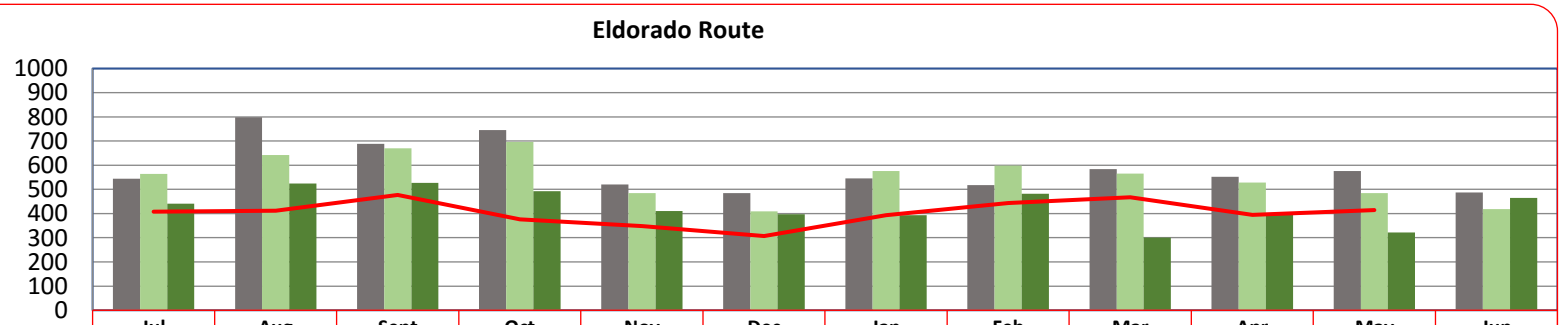
FY12-13= 2,035 / FY13-14= 1,389 / FY 14-15= 1,251 / FY15-16= 971

Pojoaque Route has been changed to Pojoaque Dial A Ride effective 03/16/2015.



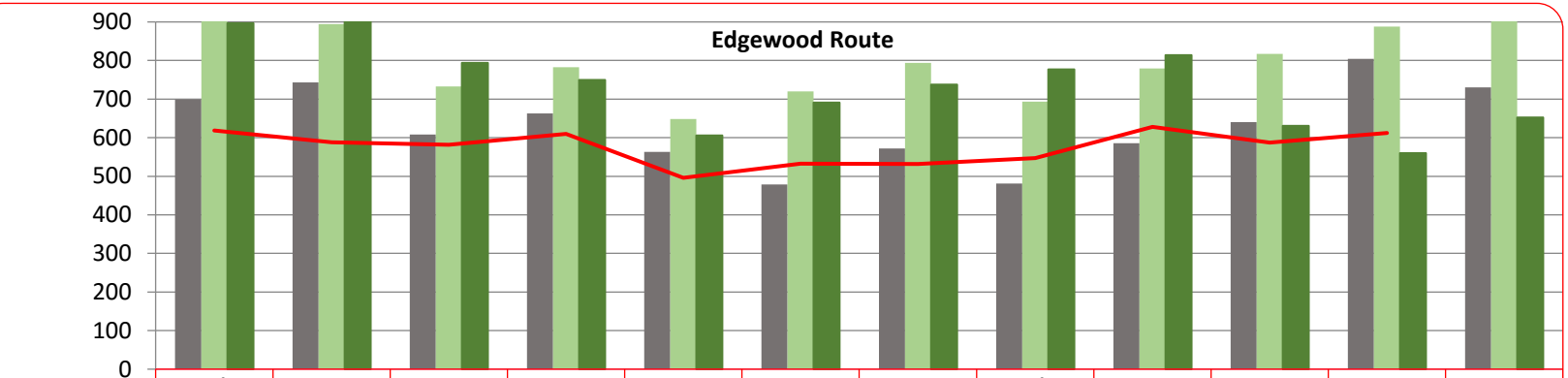
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	623	598	458	596	475	470	563	458	371	469	429	389
FY-13/14	669	655	594	585	467	498	526	559	713	727	745	700
FY14/15	852	773	733	869	682	962	789	795	894	638	541	692
FY15-16	641	613	666	660	542	520	700	673	611	462	492	

FY12-13= 5,899 / FY13-14= 7,438 / FY14-15= 9,220 / FY15-16= 6,580



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	544	799	689	745	521	484	546	518	584	552	576	487
FY-13/14	564	642	670	697	485	409	576	598	565	528	484	418
FY14/15	441	524	527	492	410	397	393	482	300	401	322	465
FY15-16	408	412	477	376	348	307	393	443	468	394	415	

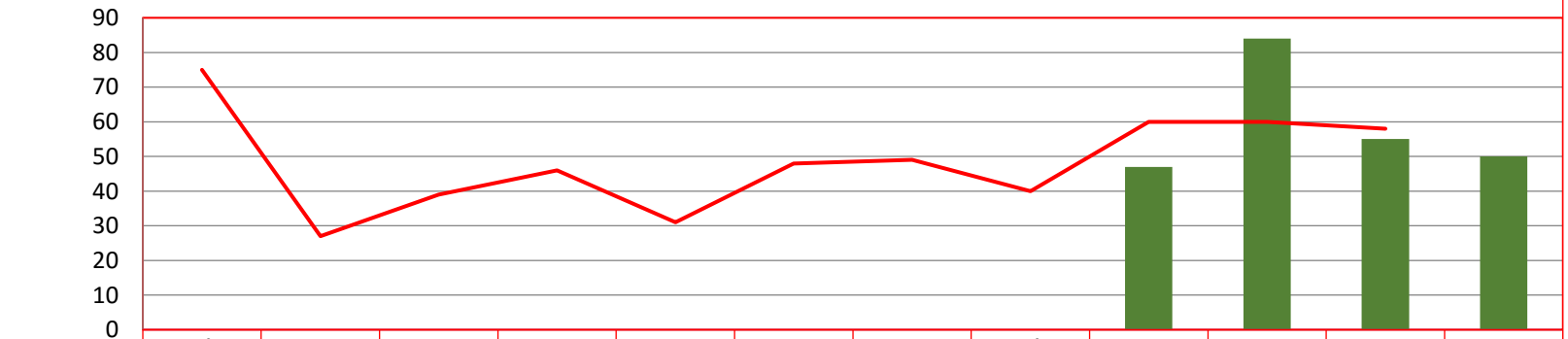
FY12-13= 7,045 / FY13-14= 6,636 / FY14-15= 5,154 / FY15-16= 4,441



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	699	743	608	663	563	479	572	481	586	640	804	730
FY-13/14	933	894	733	783	648	720	794	693	779	817	888	930
FY14/15	897	912	794	750	606	691	738	777	814	631	560	652
FY15-16	619	588	582	610	496	533	532	547	628	587	612	

FY12-13= 7,568 / FY13-14= 9,612 / FY14-15= 8,822 / FY15-16= 6,334

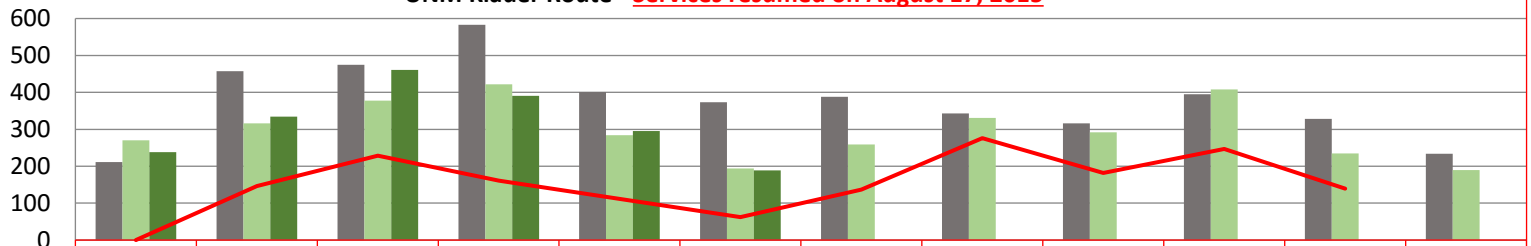
Tres Piedras - Services began on March 18, 2015



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY14-15	0	0	0	0	0	0	0	0	47	84	55	50
FY15-16	75	27	39	46	31	48	49	40	60	60	58	

FY14/15= 236 FY15/16= 533

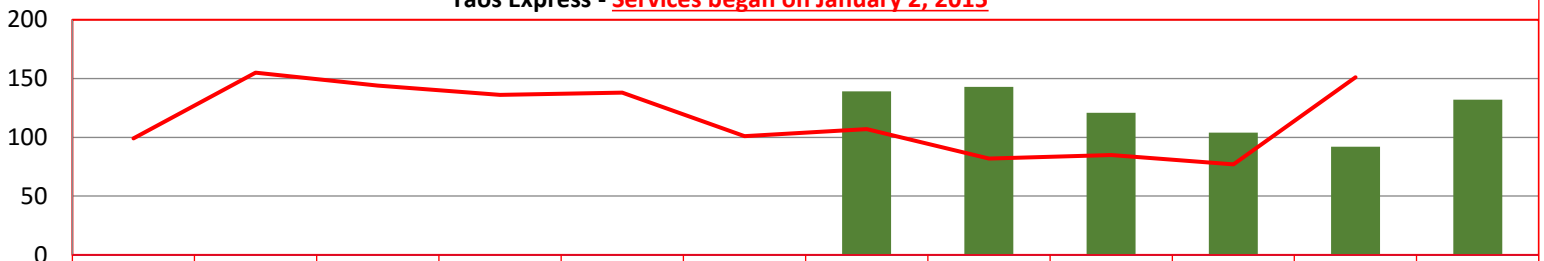
UNM Klauer Route - Services resumed on August 17, 2015



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	211	457	475	583	401	373	388	343	316	395	328	234
FY-13/14	270	316	378	422	284	194	259	331	292	408	235	190
FY-14/15	238	334	461	391	295	189	0	0	0	0	0	0
FY 15/16	0	146	229	161	112	62	137	276	182	247	139	

FY12-13= 4,504 / FY13-14= 3,579 / FY14/15= 1,908 FY15/16= 1,691

Taos Express - Services began on January 2, 2015



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY14/15	0	0	0	0	0	0	139	143	121	104	92	132
FY15-16	99	155	144	136	138	101	107	82	85	77	151	

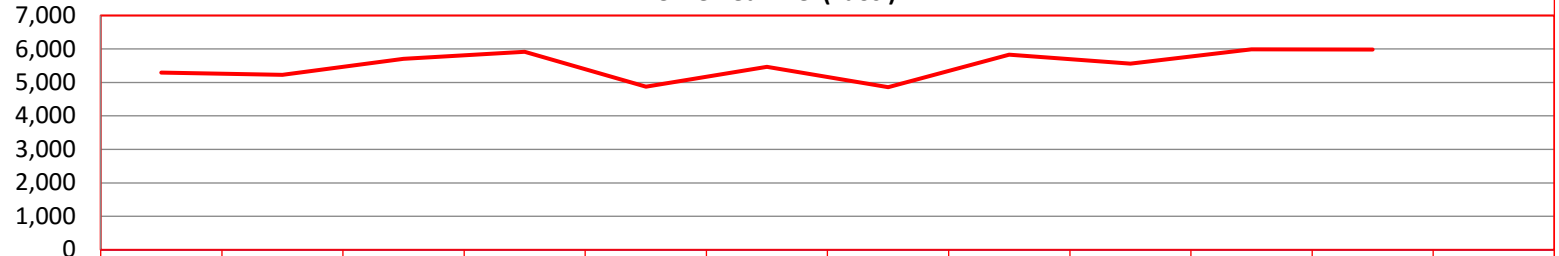
FY14/15= 731 FY15/16= 1,275

Special Events

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-14/15	0	0	0	0	0	0	0	0	0	0	0	105
FY-15/16	0	0	0	0	0	0	0	0	0	0	52	

FY14/15= 105 FY15/16= 52

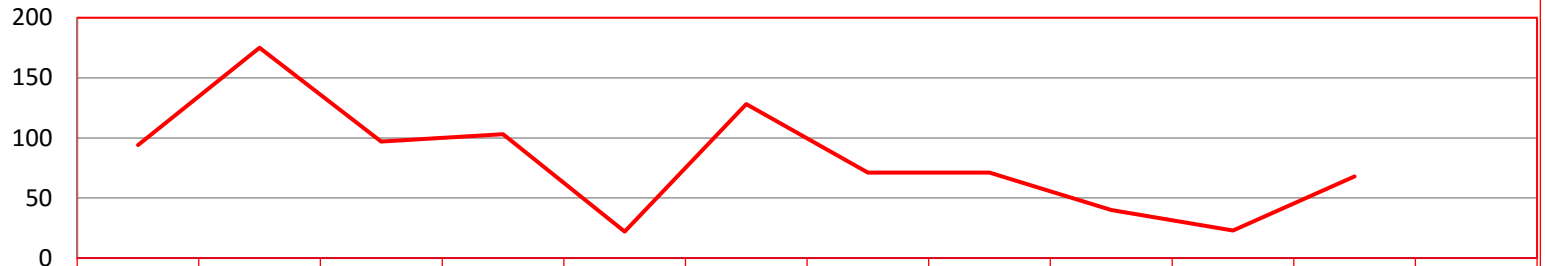
Chile Red Line (Taos)



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY15-16	5,297	5,231	5,706	5,916	4,871	5,471	4,859	5,832	5,565	5,989	5,981	

FY15/16= 60,718

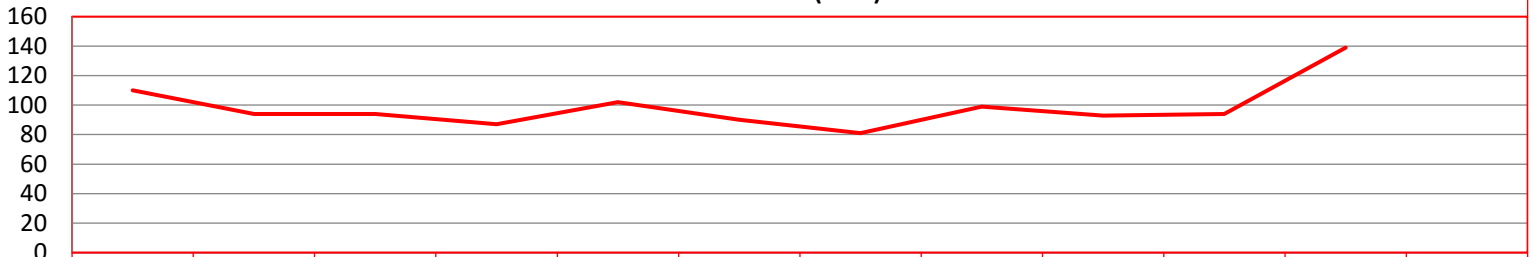
Deadhead



	July	August	September	October	November	December	January	February	March	April	May	June
FY15/16	94	175	97	103	22	128	71	71	40	23	68	

FY15/16= 892

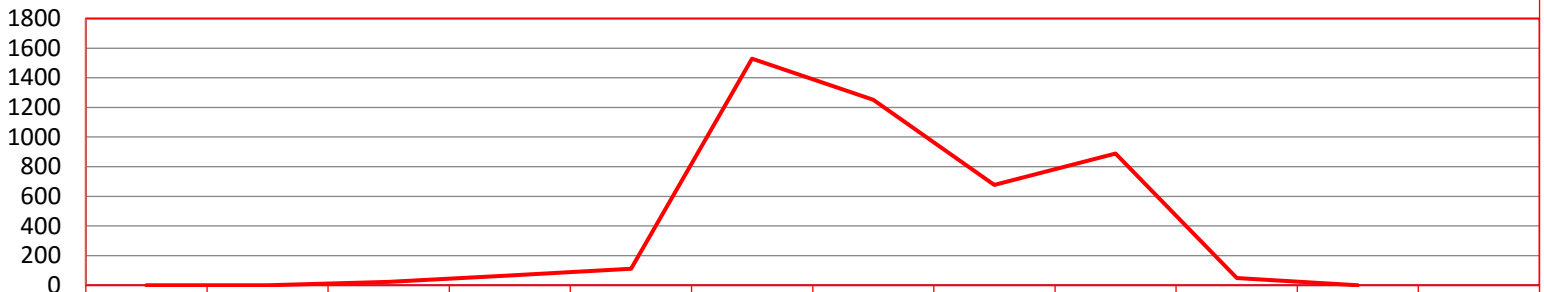
Chile RIDE - ADA (Taos)



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY15/16	110	94	94	87	102	90	81	99	93	94	139	

FY15/16= 1,083

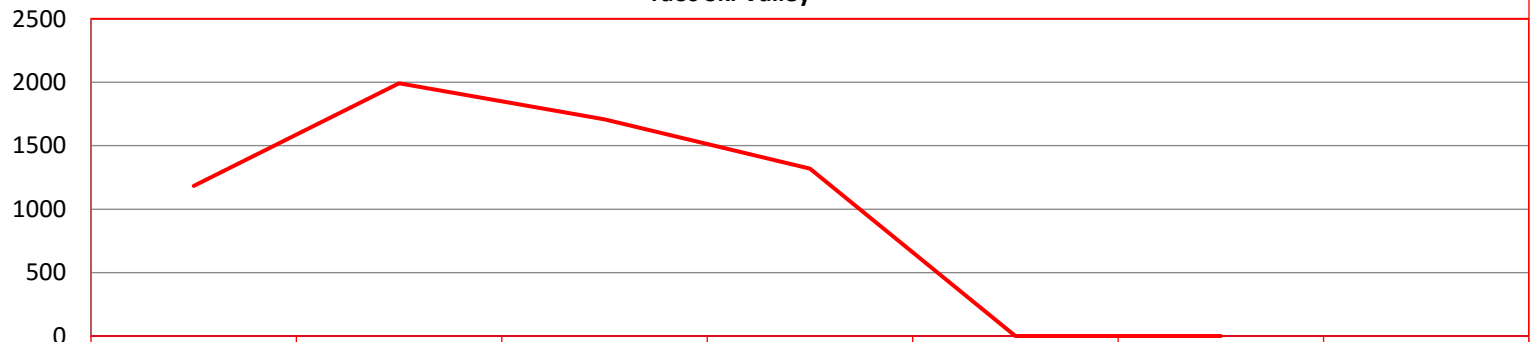
Mountain Trial



	July	August	September	October	November	December	January	February	March	April	May	June
FY15/16	0	0	23	67	112	1529	1251	677	889	49	0	

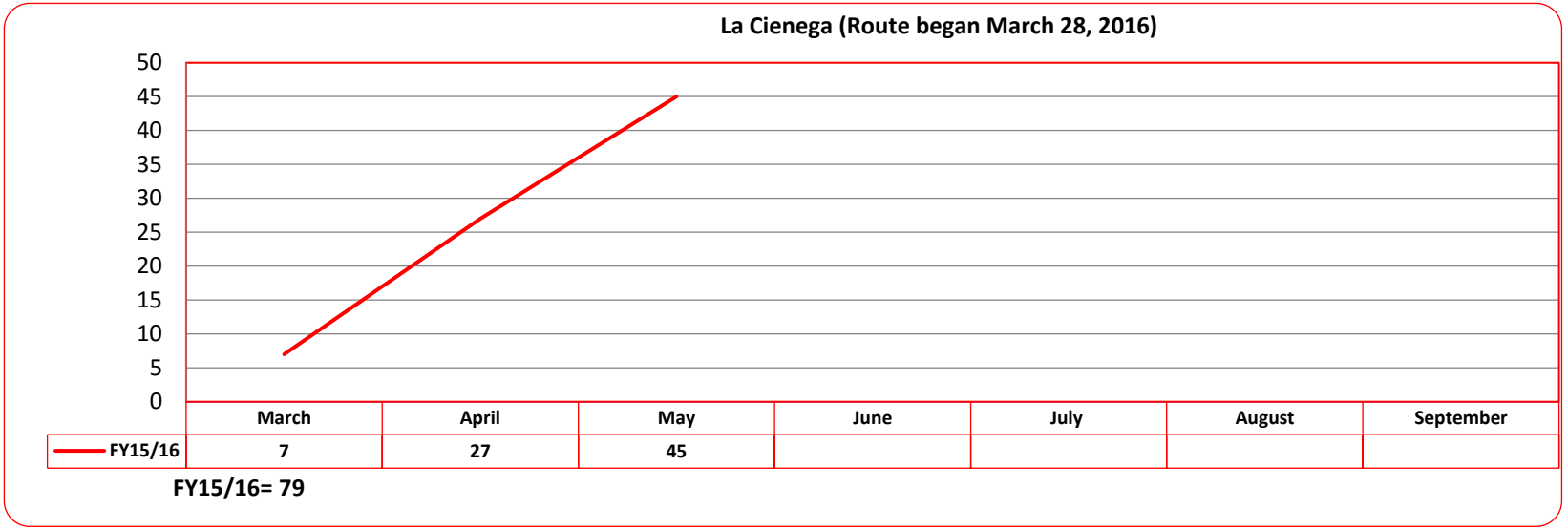
FY15/16= 4,597

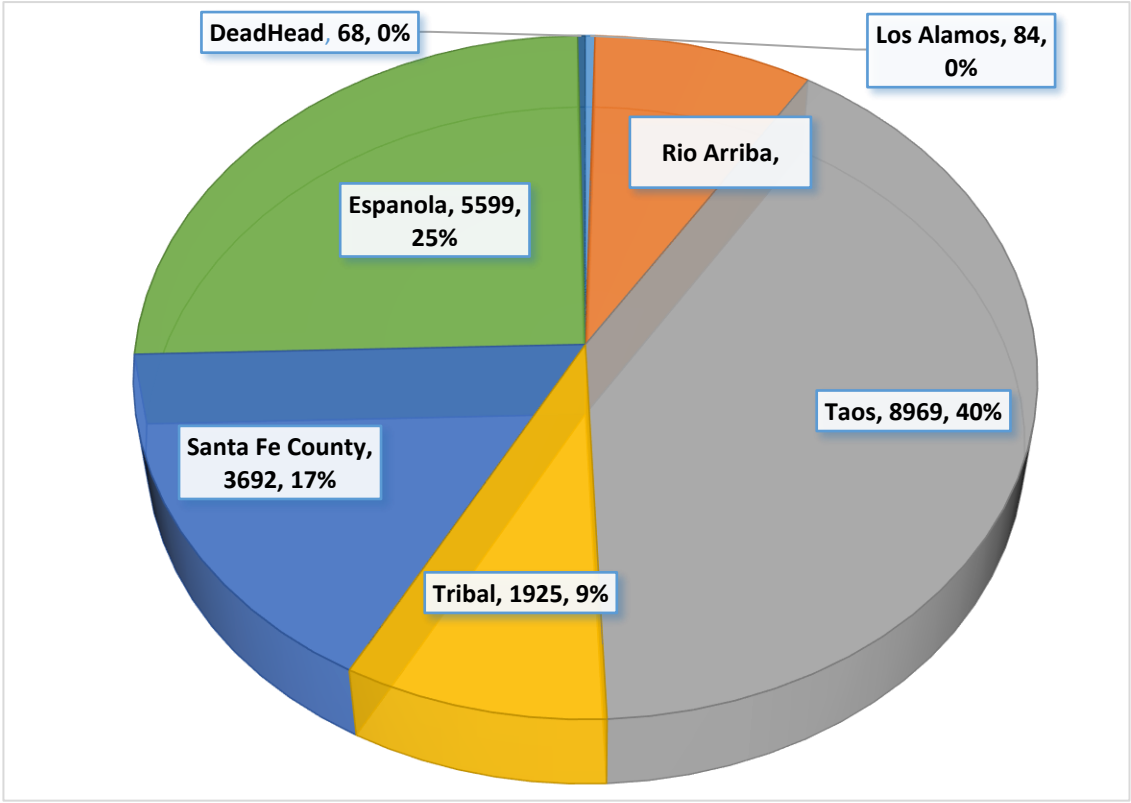
Taos Ski Valley



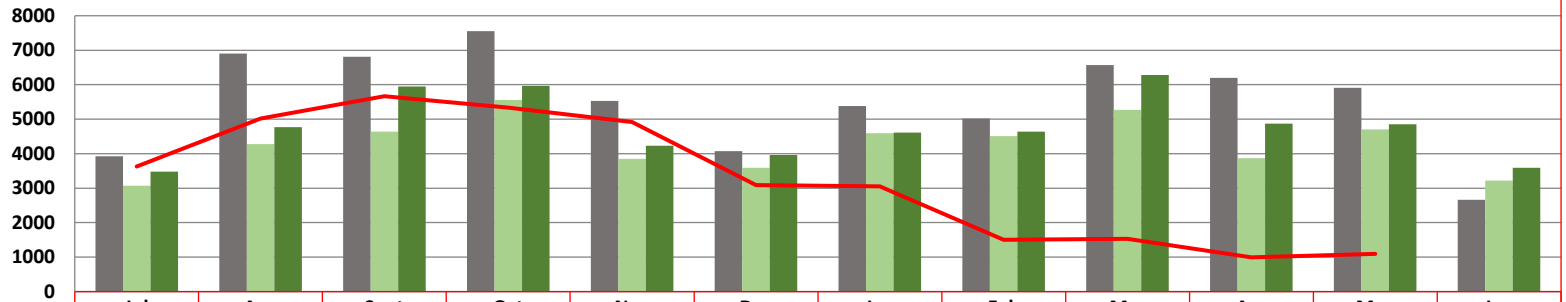
	December	January	February	March	April	May	June
FY15/16	1182	1992	1707	1319	0	0	

FY15/16= 6,200


La Cienega (Route began March 28, 2016)
50
45
40
35
30
25
20
15
10
5
0
March
April
May
June
July
August
September
FY15/16
7
27
45
FY15/16= 79


DeadHead, 68, 0%
Los Alamos, 84, 0%
Rio Arriba,
Espanola, 5599, 25%
Taos, 8969, 40%
Santa Fe County, 3692, 17%
Tribal, 1925, 9%

Los Alamos Enhanced

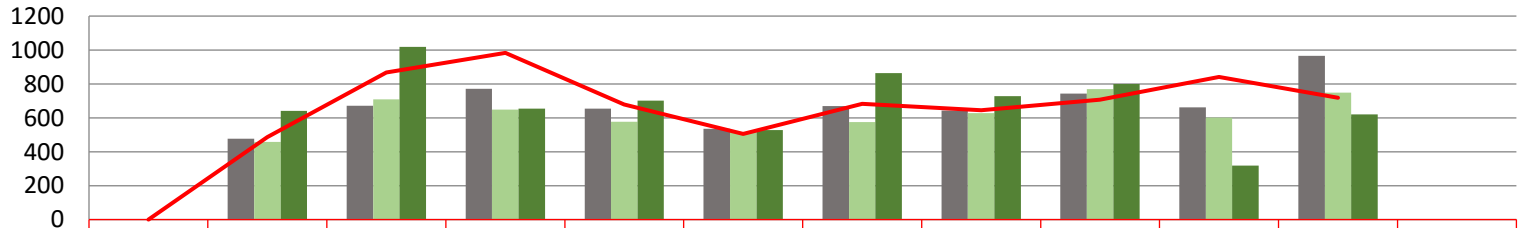


	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	3920	6907	6809	7549	5529	4072	5381	5021	6572	6196	5908	2659
FY-13/14	3075	4278	4637	5556	3851	3588	4592	4508	5273	3869	4705	3216
FY14/15	3481	4772	5945	5965	4231	3965	4614	4635	6284	4868	4852	3592
FY15-16	3629	5016	5666	5335	4919	3091	3053	1507	1531	994	1092	

FY12-13= 66,523 / FY13-14= 51,148 / FY14-15= 57,204 / FY15-16= 35,833

Los Alamos Route 11 formerly route 10

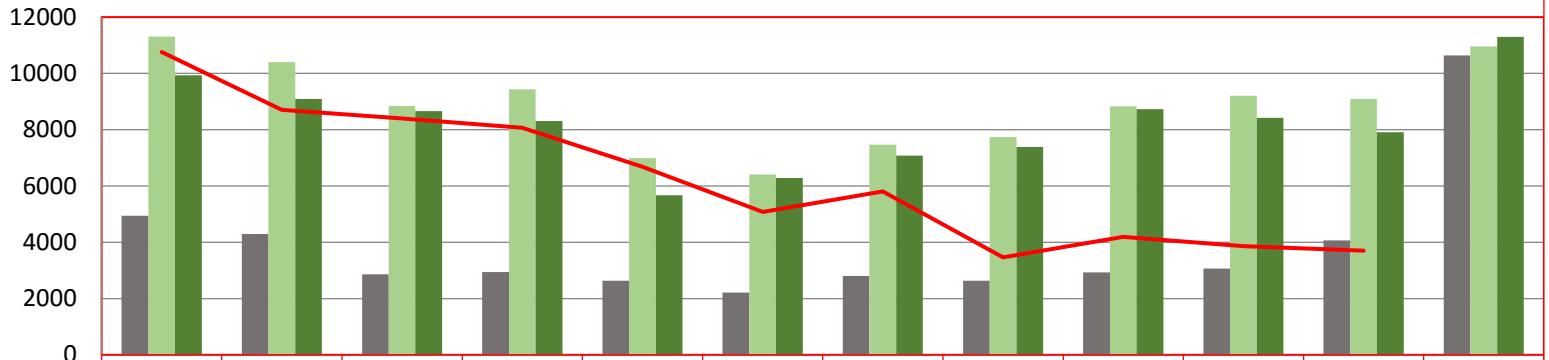
June-Route 10 didn't run due to fire



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	0	477	672	771	655	536	669	642	742	662	966	0
FY-13/14	0	458	709	649	576	517	575	627	770	601	748	0
FY14/15	0	641	1019	655	701	527	864	727	799	319	621	0
FY15-16	0	487	868	983	679	505	682	645	708	842	718	

FY12-13= 6,792 / FY 13-14= 6,230 / FY14-15 = 6,873 / FY15-16= 7,117

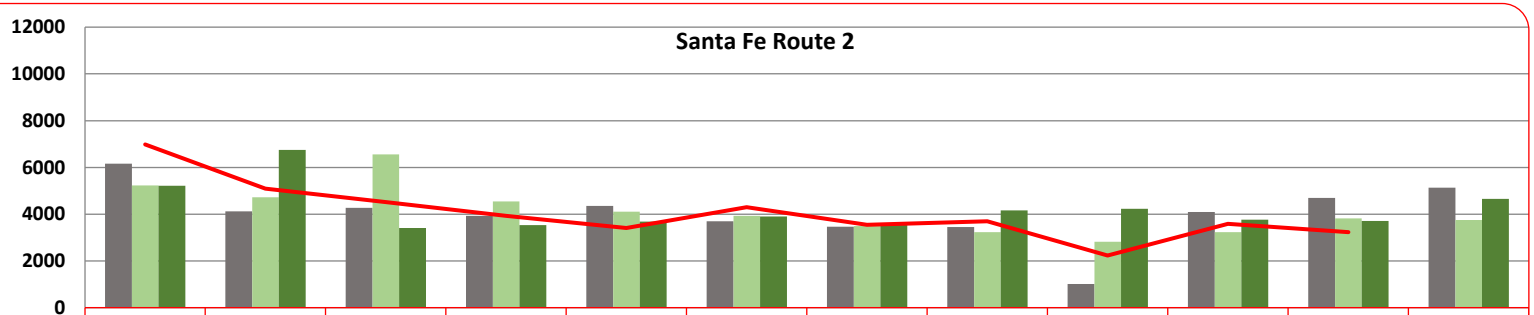
Los Alamos Route 2



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	4936	4294	2859	2937	2628	2217	2808	2630	2924	3068	4068	10639
FY-13/14	11310	10405	8837	9433	6994	6408	7464	7736	8834	9206	9092	10952
FY14/15	9937	9092	8663	8308	5673	6280	7083	7387	8733	8418	7908	11297
FY15-16	10760	8705	8395	8069	6685	5080	5801	3463	4188	3865	3697	

FY12-13= 46,008 / FY13-14= 106,671 / FY14-15= 98,779 / FY15-16= 68,708

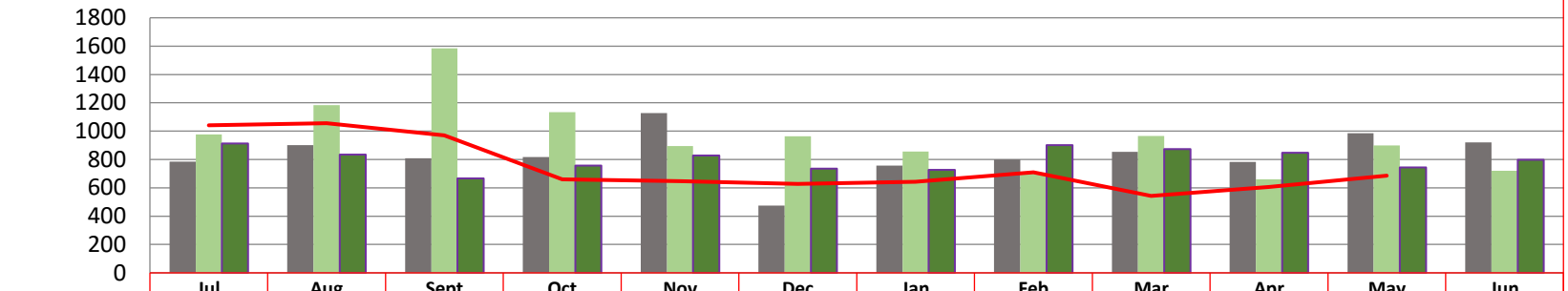
Santa Fe Route 2



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	6160	4116	4276	3929	4348	3700	3457	3447	1016	4094	4700	5139
FY-13/14	5224	4716	6556	4539	4099	3934	3483	3229	2824	3224	3822	3743
FY-14/15	5218	6743	3404	3534	3685	3902	3615	4163	4224	3760	3711	4647
FY - 15/16	6982	5089	4519	3928	3406	4299	3543	3693	2230	3590	3229	

FY12-13= 48,382 / FY13-14= 49,393 / FY14-15= 50,606 / FY15-16= 44,508

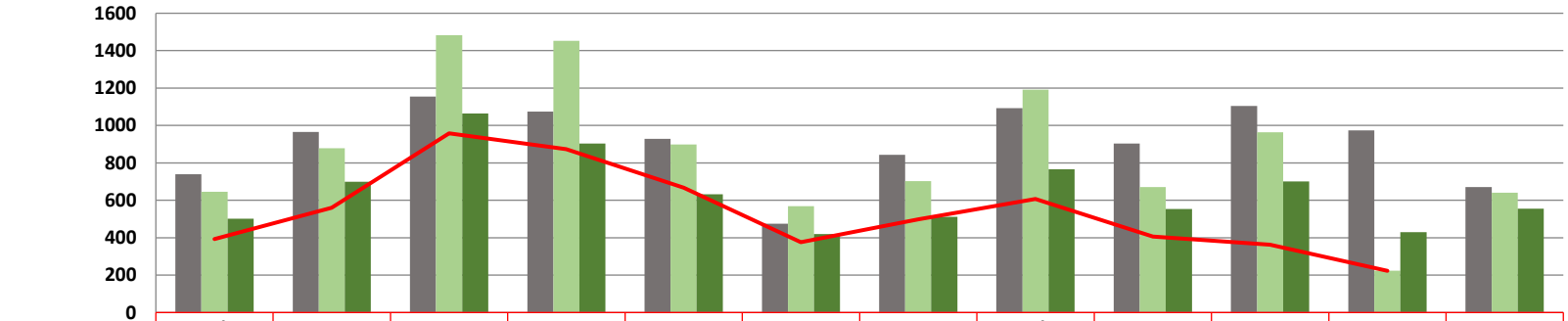
Santa Fe Route 4



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	785	902	808	818	1128	475	757	801	854	782	985	920
FY-13/14	976	1183	1585	1135	894	963	855	707	967	659	899	720
FY14/15	913	835	667	756	829	736	726	902	873	848	743	798
FY15-16	1041	1056	970	659	648	627	643	710	543	606	686	

FY12-13= 10,015 / FY13-14= 11,543 / FY14-15= 9,626 / FY15-16= 8,189

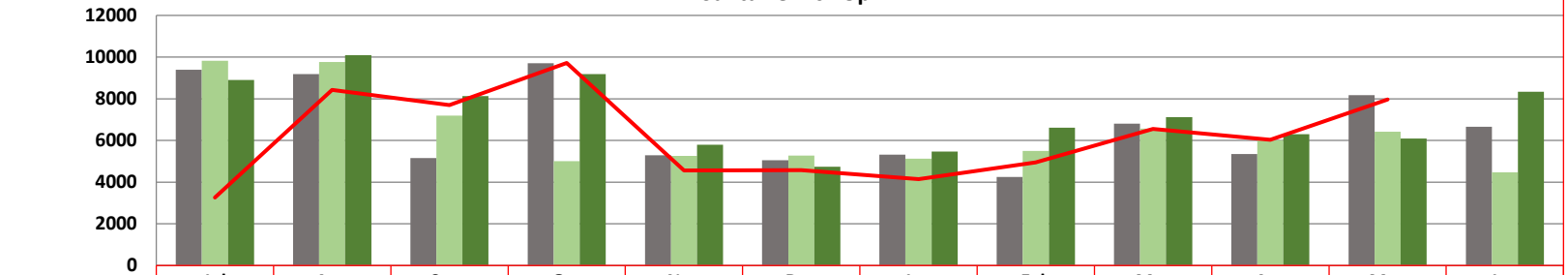
Santa Fe Route 22



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY-12/13	739	965	1155	1074	928	475	844	1092	904	1105	973	671
FY-13/14	645	879	1483	1453	899	568	703	1191	670	963	223	641
FY14/15	502	699	1065	904	633	420	511	766	553	701	429	556
FY15-16	392	561	958	874	667	376	498	607	406	362	223	

FY12-13= 10,925 / FY13-14= 10,318 / FY14-15= 7,739 / FY15-16= 5,924

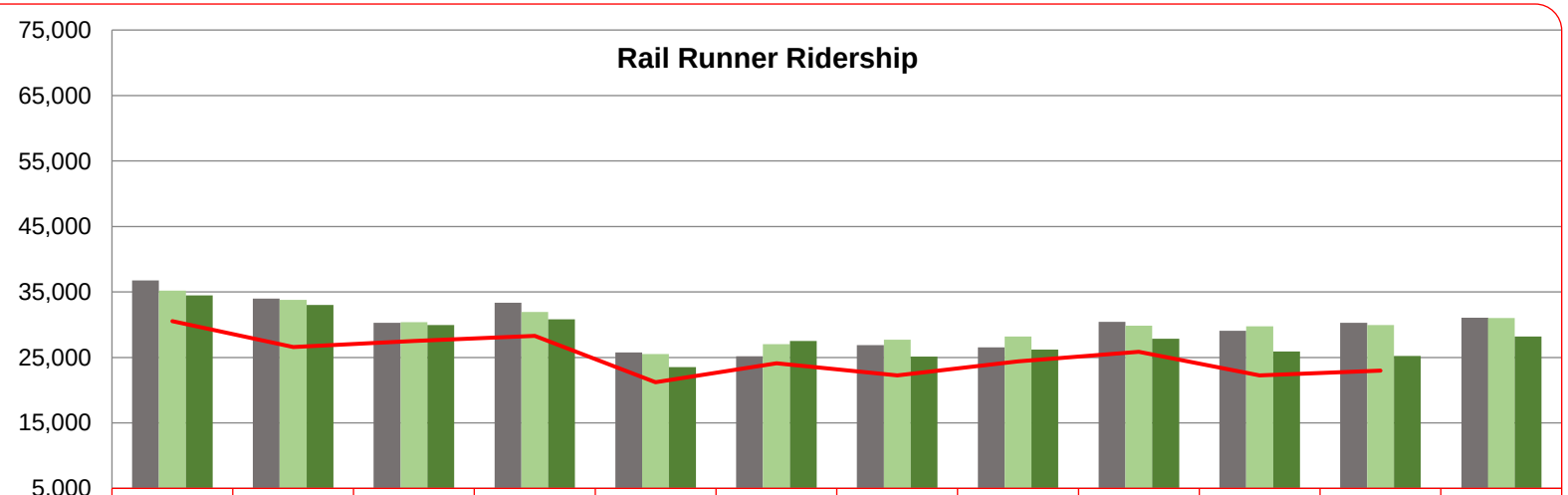
Santa Fe Pick Up



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY- 12/13	9395	9180	5153	9699	5292	5046	5319	4248	6808	5352	8175	6651
FY- 13/14	9818	9771	7194	5006	5264	5273	5120	5493	6570	6009	6420	4475
FY- 14/15	8908	10094	8136	9187	5795	4746	5464	6606	7120	6298	6097	8339
FY-15/16	3263	8431	7701	9718	4565	4573	4149	4941	6549	6033	7964	

FY12-13= 80,318 / FY13-14= 76,413 / FY14-15= 86,790 / FY15-16= 67,887

Rail Runner Ridership



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
FY-12/13	36,767	33,994	30,270	33,336	25,750	25,194	26,887	26,541	30,434	29,068	30,278	31,021
FY- 13/14	35,176	33,786	30,401	31,949	25,522	27,034	27,692	28,176	29,859	29,724	29,930	31,020
FY- 14/15	34,454	33,020	29,923	30,811	23,537	27,502	25,101	26,186	27,842	25,908	25,200	28,196
FY-15/16	30,534	26,572	27,494	28,305	21,210	24,093	22,239	24,390	25,844	22,239	22,959	

FY12-13= 309,115 / FY13-14= 360,269 / FY14-15= 337,680 / FY15-16= 275,879